

GREENSVILLE COUNTY BOARD OF SUPERVISORS
AGENDA – MONDAY, OCTOBER 7, 2019
5:00 P.M. – CLOSED SESSION
6:00 P.M. - REGULAR SESSION

- | <u>ITEM NO.</u> | <u>DESCRIPTION</u> |
|-----------------|--|
| I. | <u>CALL TO ORDER</u> – 5:00 P.M. |
| II. | <u>CLOSED SESSION</u> - Section 2.2-3711 (a) 1) Personnel, 5) Business and/or Industry and 7) Legal Matters

A. Personnel Matters

B. Business and or/ Industry Matters

C. Legal Matters |
| III. | <u>RETURN TO REGULAR SESSION</u> |
| IV. | <u>CERTIFICATION OF CLOSED MEETING</u> - Resolution #20-32 |
| V. | <u>APPROVAL OF AGENDA</u> |
| VI. | <u>APPROVAL OF CONSENT AGENDA</u>

A. Approval of Minutes – See Attachment – <u>Q.</u>

B. Budgetary Matters – See Attachment – <u>P.</u>

C. Warrants – See Attachment – <u>Q.</u>

D. Resolution#20-40 - Personnel Matters Resulting from Closed Session |
| VII. | <u>PUBLIC HEARING</u> – None |
| VIII. | <u>ITEMS WITH APPOINTMENTS</u> – None |
| IX. | <u>CITIZENS COMMENTS</u> |

X. OTHER MATTERS

- A. Resolution #20-38 - Memorandum of Understanding between the American Red Cross and the County of Greenville – See Attachment – R.
- B. Washington Park Phase VI Pre-Contract Activities – Procurement of Project Engineer – See Attachment – S.
- C. 301 N. Sidewalk Bid Results – See Attachment – T.
- D. Resolution #20-39 – Determination to Procure Goods and Nonprofessional Services by Competitive Negotiation Regarding Debris Removal - See Attachment – U.
- E. Boards and Commissions Appointments

XI. MISCELLANEOUS MATTERS

- A. Staff Work Programs
- B. Staff Meeting Minutes

XII. ADJOURNMENT

At the Regular Meeting, of the Greenville County Board of Supervisors, held on Monday, September 16, 2019, with Closed Session being held at 5:00 P.M. and Regular Session being held at 6:00 P.M., in the Board Room of the Greenville County Government Building, 1781 Greenville County Circle, Emporia, Virginia.

Present: Michael W. Ferguson, Chairman
Raymond L. Bryant, Jr., Vice-Chairman
Tony M. Conwell
William B. Cain

Chairman Ferguson called the meeting to order at 5:00 P.M.

In Re: Closed Session

Mrs. Parson, County Administrator, stated that Staff recommended the Board go into Closed Session, Section 2.2-3711 (a) 1) Personnel, 5) Business and/or Industry and 7) Legal Matters.

Supervisor Bryant moved, seconded by Supervisor Conwell, to go into Closed Session, as recommended by Staff. Voting aye: Supervisors Bryant, Cain, Conwell and Chairman Ferguson.

In Re: Regular Session

Mrs. Parson stated that Staff recommended the Board of Supervisors return to Regular Session.

Supervisor Bryant moved, seconded by Supervisor Conwell, to go into Regular Session. Voting aye: Supervisors Bryant, Cain, Conwell, and Chairman Ferguson.

In Re: Certification of Closed Meeting – Resolution #20-26

Supervisor Bryant moved, seconded by Supervisor Conwell, to adopt the following Resolution. A roll call vote was taken, as follows: Supervisor Bryant, aye; Supervisor Cain, aye; Supervisor Conwell, aye and Chairman Ferguson, aye.

**RESOLUTION #20-26
CERTIFICATION OF CLOSED MEETING**

WHEREAS, the Greenville County Board of Supervisors has convened a closed meeting on this date pursuant to an affirmative recorded vote and in accordance with the provision of the Virginia Freedom of Information Act; and

WHEREAS, Section 2.2-3712 of the Code of Virginia requires a certification by the Greenville County Board of Supervisors that such closed meeting was conducted in conformity with Virginia law:

NOW, THEREFORE, BE IT RESOLVED that the Greenville County Board of Supervisors hereby certifies that, to the best of each member's knowledge, (i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the closed meeting to which this certification resolution applies, and (ii) only such public business matters as were identified in the motion convening the closed meeting were heard, discussed or considered by the Greenville County Board of Supervisors.

In Re: Approval of Agenda

Mrs. Parson stated that Staff recommended the Board of Supervisors approve the Agenda with one added item under Other Matters – Item D - 301 North Sidewalk Project and one deletion, the Public Hearings scheduled for tonight regarding Zoning Ordinance Amendments and the Comprehensive Plan Amendments. She stated that the Public Hearings would be held on October 7, 2019.

Supervisor Conwell moved, seconded by Supervisor Bryant, to approve the agenda as amended. Voting aye: Supervisors Bryant, Cain, Conwell and Chairman Ferguson.

In Re: Consent Agenda

Mrs. Parson stated that Staff recommended approval of the Consent Agenda consisting of the following: Supervisor Bryant moved, seconded by Supervisor Conwell, to approve the Consent Agenda. Voting aye: Supervisors Bryant, Cain, Conwell and Chairman Ferguson.

Minutes of September 3, 2019.

Budgetary Matters consisting of the following: Fund #018 – Re-Appropriations Resolution #20-27, in the amount of, \$1,616.00, which is incorporated herein by reference.

Warrants:

Approval of Accounts Payable for September 16, 2019, in the amount of, \$1,141,104.14.

In Re: Items with Appointments

Ms. Hannah Parker, the 4-H Youth Development Extension Agent for Greenville County and the City of Emporia, addressed the Board of Supervisors stating that she was present to inquire about temporarily utilizing the former Emporia Armory Building and land to begin a 4-H Youth Archery Educational Program. She gave background information regarding the shooting sports program and the age limits required. She further stated that there were 21 youths already signed up and ready to begin the program. She then stated that the land in front of the former Armory building would be ideal for outdoor archery sessions and the inside of the building would be ideal for indoor archery sessions, given inclement weather or lighting concerns during evening hour practices during the winter months. Ms. Parker then requested authorization for use of the land and the building.

Chairman Ferguson stated the Board of Supervisors were in the process of trying to sell the building and the land and could not guarantee a certain timeframe for the program to be held at that location, if granted approval. He also stated that his other concern was liability insurance in case there was an accident while conducting the program.

Ms. Parker stated that Staff would purchase more insurance in addition to the normal 4-H insurance currently in place.

Supervisor Cain reiterated the timeframe since the building was in the process of trying to be sold.

Supervisor Conwell asked if they had an alternative location/plan if the building was sold. Ms. Parker stated that she had been talking to local hunt clubs and others in the community. She stated that Staff had received offers already, but desired the former Armory location better.

Supervisor Conwell also asked about the utilities to the building.

Mrs. Parson stated that the water was not on at this time. She stated that the maintenance crew would need to inspect the building to make sure there was no deterioration within the building that could be a hazard for the kids participating. She then stated that at this time, if the Board wanted to grant access to the outside of the building and not the inside of the building, that it would be appropriate.

Ms. Parker stated that since the central office was next door, the group could use its facilities for a bathroom break and water.

Supervisor Bryant moved, seconded by Supervisor Conwell, to approve the request, with the stipulations noted. Voting aye: Supervisors Bryant, Cain, Conwell and Chairman Ferguson.

In Re: Ms. Becky Walker, Library Director of the Meherrin Regional Library System

Ms. Walker addressed the Board of Supervisors and thanked the Supervisors for their continued support. She stated that September was National Library Card Sign-Up month and then issued each Board member a complementary library card. She also gave information pertaining to the resources and programs that was offered by the library. She further mentioned the different services that could be utilized by use of the library card. Ms. Walker stated that the library was granted a large supply of children books to be given to babies and preschoolers. She stated that this was a national initiative known as a thousand books before kindergarten that enhanced the exposure of books to kids before kindergarten to prepare them for the beginning of school. She then stated that Staff was being trained to assist citizens with the 2020 census.

In Re: Citizens Comments

Mrs. Parson addressed the public stating that anyone wishing to address the Board of Supervisors to please come forward and state their name for the record.

Mr. Claude Cook of 52 Chambliss Road, Emporia, VA, came forward and thanked the Board of Supervisors for their effort with help in getting a speed sign installed on the road. He then requested that the Board of Supervisors assist in any way they could to help stop the drug activity in the community.

Chairman Ferguson stated that he would request that the Sheriff's Office and the Narcotics Unit get in contact with him.

Reverend George Pugh representing the Emporia-Greenville Habitat for Humanity addressed the Board of Supervisors stating that organization appreciated the Board's support of the store. He requested that the Board visit the store to see how they had moved forward within the past 17 years and how the Board and City's contributions had been very helpful. Rev. Pugh stated that serving the community was the organization's main objective and that the store located on 208 East Atlantic Street, was open three days a week. He also stated that on Thursday, September 19, 2019 at 6:00, there would be a program called Building on Faith and requested that the Board attend. He then stated that there would be a dynamic speaker in attendance with the objective of working with Greenville County and the City of Emporia.

In Re: Bylaws of Virginia's Crossroads, Inc. Resolution #20-28

Mrs. Natalie Slate addressed the Board stating that Greenville County was a member of the Virginia's Crossroads, Inc. She stated that it was an organization in which its purpose was to promote, preserve, enhance and educate the general public about natural, historical and recreational resources of southern Virginia. She also stated that the organization had finally obtained its non-profit status and in order to abide by the non-profit status regulations, it had to re-write its bylaws. She then read the following resolution into record and requested approval.

RESOLUTION #20-28
EXECUTION OF THE VIRGINIA CROSSROADS, INC BYLAWS

WHEREAS, Greenville County shares a membership in the Virginia Crossroads, Inc.;
and

WHEREAS, Virginia Crossroads has achieved a non-profit status; and

WHEREAS, bylaws have been adjusted to meet the requirement of a non-profit organization; and

NOW, THEREFORE, BE IT RESOLVED that the Greenville County Board of Supervisors authorize the execution of the Virginia Crossroads, Inc Bylaws.

Supervisor Conwell moved, seconded by Supervisor Bryant, to approve Resolution #20-28. Voting aye: Supervisors Bryant, Cain, Conwell and Chairman Ferguson.

In Re: Resolution #20-29 – Ordinance Approving a Regional Development Agreement

Mrs. Natalie Slate stated the Virginia Growth Alliance (VGA) was an Economic Development Organization whereby Greenville County was a founding member among others, which helped market the southern Virginia communities. She stated that the rewrite of the bylaws included requirements to become a member of the VGA, requirements to withdraw as a member and technical amendments. She stated that the resolution listed the two appointments to the Board, as well as an alternate who included Chairman Ferguson and herself as the appointees and Tricia Lewis as the alternate. She then read the following resolution into record and requested approval.

RESOLUTION #20-29
ORDINANCE APPROVING A REGIONAL DEVELOPMENT AGREEMENT

WHEREAS, the counties of Brunswick, Charlotte, Greenville, Lunenburg, Mecklenburg, Nottoway and the City of Emporia (the "Member Jurisdictions") created a regional entity to increase business and other opportunities within the region pursuant to Section 15.2-1300 et. seq. of the Code of Virginia, which authorizes the joint exercise of powers by political subdivisions; and

WHEREAS, in 2012, the Member Jurisdictions by ordinance adopted the TransTech Alliance Regional Development Agreement which created a board to put such regional development effort into place and that created the TransTech Alliance to accomplish such purpose; and

WHEREAS, the Member Jurisdictions have proposed amendments to the Regional Development Agreement which includes the requirements to become a member, requirements to withdraw as a member, and other technical amendments; and

NOW THEREFORE, it is ordained by the County of Greenville that the Board of Supervisors hereby approves the amendments to the Regional Development Agreement attached hereto, which includes requirements to become a member, requirements to withdraw as a member, and other technical amendments and authorizes the Board of Supervisors Chair to execute such Agreement on behalf of the County.

Supervisor Bryant moved, seconded by Supervisor Conwell, to approve Resolution #20-29. Voting aye: Supervisors Bryant, Cain, Conwell and Chairman Ferguson.

In Re: MAMaC Offsite Wastewater Construction Contract Resolution #20-30

Mr. Glen Gibson addressed the Board of Supervisors stating that the Authority received four construction bids for the project on July 9, 2019. He stated that Ralph Hodge Construction submitted the lowest bid and had previously constructed another successful utility project for the Authority. He also stated that the base bid for Phase I was being funded through a Go Virginia grant and the lowest bid received exceeded the funds available. Mr. Gibson further stated that the engineer and the Staff negotiated a reduced base bid with Ralph Hodge Construction in the amount of \$1,896,944. He stated that the negotiated bid still exceeded the grant funds available in the amount of \$336,791. He also stated that the project would bring gravity sewer to a section of Otterdam Road and support economic development on the western side of Exit #13. He further stated that the Authority Staff respectfully requested \$336,791 in economic development support for the construction of the project. Mr. Gibson stated that if the Board granted approval of the request, the County Attorney, Russell Slayton, had prepared an Appropriation Resolution #20-30, in the amount of, \$336,791. Mr. Gibson stated that this project consisted of construction underneath I-95 extending to Otterdam Road. He then requested approval of the following resolution.

Further discussion was held in reference to the boring underneath I-95 and the cost.

RESOLUTION #20-30
PHASE I – MAMaC OFFSITE WASTEWATER CONSTRUCTION PROJECT

IT IS HEREBY RESOLVED by the Board of Supervisors of Greenville County, Virginia ("Board"), that the Board hereby appropriates the sum of \$336,791.00 and authorizes payment of that amount to the Greenville County Water and Sewer Authority ("Authority"), which payment represents economic development support by the Board for the Authority, specifically, to fund a portion of the \$1,896,944.00 negotiated base bid of Ralph Hodge Construction Company for Phase I of the MAMaC Offsite Wastewater Construction Project, which project will be an important economic development project which will benefit Greenville County as well as the Authority.

Supervisor Conwell moved, seconded by Supervisor Bryant, to approve Resolution #20-30. Voting aye: Supervisors Bryant, Cain, Conwell and Chairman Ferguson.

In Re: 301 North Sidewalk Project Bid Results

Mr. Lin Pope stated that in 2015, Greenville County applied for VDOT Transportation Alternative Funds (TAP) for the construction of a sidewalk that would start at the Greenville County Elementary School and would terminate at Crescent Road. He stated that the total project budget at that time was \$564,100. He also stated that Staff was successful in obtaining 80% TAP funds amounting to \$451,280 and the County, by Resolution, committed \$112,820 (20%) of local funds to the project. He further stated that the project was bid and came in over budget. Mr. Pope stated that this year, Staff was going to apply for additional TAP funds for the remainder of the project. He stated that in April, Staff submitted a pre-application to the Commonwealth Transportation Board and it was accepted. He also stated that the application process was supposed to start this August, but the Commonwealth Transportation Board resended TAP allocations across the state on projects that had made no progress. He further stated that the goal was to give additional funds to projects that had progressed, in which Greenville County's project was one of those. Mr. Pope stated that instead of going through the application process this fall for the additional funds, VDOT worked with the Consultant Engineer, Dewberry and came up with a new project budget based on today's costs and wanted the project bid as soon as possible to get a new figure. He stated on September 6, two bids were received and opened with a bid from Dickens Construction, in the amount of \$591,016 and Virginia Carolina Paving Company submitted a bid in the amount of \$627,175. He further stated that the two bids were sent to VDOT for their review and last Friday, notification came from VDOT that the bid submitted by Dickens did not meet the Disadvantage Business Enterprise (DBE) requirements set forth by VDOT, therefore the bid was deemed non-responsive. Mr. Pope stated that VDOT gave Staff authority to proceed with the next bidder, which was Virginia Carolina Paving Company. He then reviewed the new budget with the Board for more clarification. Mr. Pope stated that the new total local match needed was \$53,703 to see the project to the end with \$112,820 already being committed. He stated that VDOT did not need any official action by the Board tonight but needed to know if the Board desired to continue with the project and with VDOT trying to get the additional 80% funding.

There was a consensus among the Board members to continue with the project.

Adjournment

With there being no further business to discuss, Supervisor Conwell moved, seconded by Supervisor Bryant, to adjourn the meeting. Voting aye: Supervisors Bryant, Cain, Conwell, and Chairman Ferguson.

Michael W. Ferguson, Chairman

Brenda N. Parson, Clerk

COUNTY OF GREENSVILLE

Fund # 1

VOUCHER

JV# 13

ACCOUNT	AMOUNT	ACCOUNT	AMOUNT
31200 Sheriff's Dept 6010 Police Supplies	\$ 3,115.95	31200 Sheriff's Dept 5857 Bulletproof Vest Part. Grant	\$3,115.95
TOTAL	\$ 3,115.95	TOTAL	\$ 3,115.95
EXPLANATION			
Line item coded incorrectly.			
Sarah Thompson		09/16/19	
Prepared By	Date	Approved By	Date
Posted By		Date	

COUNTY OF GREENSVILLE

Fund # 1

VOUCHER

JV# 16

ACCOUNT	AMOUNT	ACCOUNT	AMOUNT
VOID CHECK# 92234	\$1,000.00	VOID CHECK# 92234	\$1,000.00
TOTAL	1,000.00	TOTAL	1,000.00

EXPLANATION

Void check# 92234 dated 09/16/19 due to accounting error.

Sarah Thompson 09/24/19

Prepared By	Date
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Approved By

Date _____

Posted By

Date

COUNTY OF GREENSVILLE

Fund # 1

VOUCHER

JV# 17

ACCOUNT	AMOUNT	ACCOUNT	AMOUNT
VOID CHECK # 85587	\$9.20	VOID CHECK # 85587	\$9.20
VOID CHECK # 85841	30.00	VOID CHECK # 85841	30.00
VOID CHECK # 87554	120.00	VOID CHECK # 87554	120.00
VOID CHECK # 88029	30.00	VOID CHECK # 88029	30.00
VOID CHECK # 88935	30.00	VOID CHECK # 88935	30.00
VOID CHECK # 89011	50.00	VOID CHECK # 89011	50.00
VOID CHECK # 89190	30.00	VOID CHECK # 89190	30.00
VOID CHECK # 89772	30.00	VOID CHECK # 89772	30.00
VOID CHECK # 89783	30.00	VOID CHECK # 89783	30.00
VOID CHECK # 90235	30.00	VOID CHECK # 90235	30.00
TOTAL	389.20	TOTAL	389.20
EXPLANATION			
Void above mentioned checks due to payees never cashing them.			
Sarah Thompson Prepared By		09/26/19 Date	
_____ Posted By		_____ Date	

COUNTY OF GREENSVILLE

Fund # 1

VOUCHER

JV# 18

ACCOUNT	AMOUNT	ACCOUNT	AMOUNT
96000 Debt Service 9360 SVEC II Kitchen/Storage	18,975.00	96000 Debt Service 9306 Debt Res.: Phas II B/Kitchen	18,975.00
TOTAL		TOTAL	
	18,975.00		18,975.00
EXPLANATION			
Transfer expense that was posted incorrectly.			
Sarah Thompson		10/2/2019	
Prepared By	Date	Approved By	Date
Posted By		Date	

RESOLUTION # 20-33

FY 20 RE-APPROPRIATIONS

BE IT RESOLVED by the Greenville County Board of Supervisors that the following re-appropriation be and hereby is made for the period of July 1, 2019 through June 30, 2020.

FUND 001

EXPENDITURE

3-001-18990	MISCELLANEOUS	
0002	Community Support	\$3,456.30

Michael W. Ferguson, Chairman
Greenville County Board of Supervisors

ATTEST:

Denise Banks, Clerk
Greenville County Board of Supervisors

Adopted this _____ day of _____, _____

RESOLUTION # 20-34

FY 20 BUDGET AMENDMENT

BE IT RESOLVED by the Greenville County Board of Supervisors that the following budget amendments be and hereby are made for the period of July 1, 2019 through June 30, 2020.

FUND # 001

REVENUE

3-001-16090	CHARGES FOR HEALTH	
0001	Telephone Reimb-Health Dept	\$ 250.24

EXPENDITURE

4-001-51100	LOCAL HEALTH DEPARTMENT	
5230	Telecommunications	\$ 250.24

Michael W. Ferguson, Chairman
Greenville County Board of Supervisors

ATTEST:

Denise Banks, Clerk
Greenville County Board of Supervisors

Adopted this _____ day of _____, _____

RESOLUTION # 20-35

FY 20 BUDGET AMENDMENT

BE IT RESOLVED by the Greenville County Board of Supervisors that the following budget amendments be and hereby are made for the period of July 1, 2019 through June 30, 2020.

FUND # 001

REVENUE

3-001-24040 Other Categorical Aid	
0012 Fire & Rescue State	\$42,267.00

EXPENDITURE

4-001-32400 Fire & Rescue Services	
5636 GCFD:Fire Funds Allocation	\$21,133.50
5637 JVFD:Fire Funds Allocation	<u>\$21,133.50</u>
TOTAL	\$42,267.00

Michael W. Ferguson, Chairman
Greenville County Board of Supervisors

ATTEST:

Denise Banks, Clerk
Greenville County Board of Supervisors

Adopted this _____ day of _____, _____.

RESOLUTION # 20-36

FY 20 BUDGET AMENDMENT

BE IT RESOLVED by the Greenville County Board of Supervisors that the following budget amendments be and hereby are made for the period of July 1, 2019 through June 30, 2020.

FUND # 013

REVENUE

3-013-16010 Law Library	
0004 Law Library	\$130.50

EXPENDITURE

4-013-21800 Law Library	
0100 Law Library	\$130.50

Michael W. Ferguson, Chairman
Greenville County Board of Supervisors

ATTEST:

Denise Banks, Clerk
Greenville County Board of Supervisors

Adopted this _____ day of _____, _____.

RESOLUTION # 20-37
FY 20 APPROPRIATIONS RESOLUTION

BE IT RESOLVED by the Greenville County Board of Supervisors that the following budget appropriations be and hereby are made for the period of July 1, 2019 through June 30, 2020.

FUND #018

REVENUE

3-018-18990	Miscellaneous Revenue Fund 18	
0040	Probation Fees	\$1,385.00

EXPENDITURE

4-018-33600	Probation Fees	
9357	Probation Fees	\$1,385.00

Michael W. Ferguson, Chairman
Greenville County Board of Supervisors

ATTEST:

Denise Banks, Clerk
Greenville County Board of Supervisors

Adopted this _____ day of _____, _____.

FROM DATE-10/07/2019				PAGE 1			
TO DATE- 10/08/2019							
FUND # - 001 MISCELLANEOUS FUND REVENUES**							
ACCOUNTS PAYABLE LIST							
COUNTY OF GREENSVILLE							
DEPT # - 012050 * MOTOR VEHICLE LICENSES *							
VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE	DATE	AMOUNT	DATE	AMOUNT
DEPT # - 012050 * MOTOR VEHICLE LICENSES *							
* MOTOR VEHICLE LICENSES *							
TREASURER OF VIRGINIA		MOTOR VEHICLE LICENSES-2017	UNCLAIMED PR 17	9/26/2019	39.20		39.20
TREASURER OF VIRGINIA		MOTOR VEHICLE LICENSES-2018	UNCLAIMED PR 18	9/26/2019	320.00		320.00
TREASURER OF VIRGINIA		MOTOR VEHICLE LICENSES-2019	UNCLAIMED PR 19	9/26/2019	30.00		30.00
TOTAL					389.20		389.20
DEPT # - 010990 ** MISCELLANEOUS **							
** MISCELLANEOUS **							
BENCHMARK COMM BANK #3381		COMMUNITY SUPPORT	MGMART 01556	8/20/2019	92.40		92.40
BENCHMARK COMM BANK #3365		COMMUNITY SUPPORT	FIVE BELMONT/3A	7/31/2019	115.83		115.83
BENCHMARK COMM BANK #3365		COMMUNITY SUPPORT	SAN'S CLUB08/05	8/05/2019	145.26		145.26
TOTAL					353.49		353.49
DEPT # - 011010 BOARD OF SUPERVISORS*							
BOARD OF SUPERVISORS*							
THE BENKLEY GROUP, LLC		PROF. SERVICES	# 19	9/03/2019	2,575.00		2,575.00
INDEPENDENT MESSENGER		ADVERTISING	AUG 19	8/31/2019	2,185.55		2,185.55
BENCHMARK COMM BANK #3373		TRAVEL & TRAINING	SUNWAY 02/19	8/19/2019	52.44		52.44
BENCHMARK COMM BANK #3399		TRAVEL & TRAINING	0409 08/19	8/19/2019	1,125.00		1,125.00
MONTE'S FLOWER & GIFT		OFFICE SUPPLIES	SEPT '19	9/16/2019	1,177.44		1,177.44
QUILL CORPORATION		OFFICE SUPPLIES	1148034	9/12/2019	83.46		83.46
QUILL CORPORATION		OFFICE SUPPLIES	1248356	9/17/2019	32.94		32.94
SAN'S CLUB DIRECT		OFFICE SUPPLIES	PEANUT FEST '19	9/24/2019	51.91		51.91
UNITY CUSTOM APPAREL &		OFFICE SUPPLIES	18895	9/16/2019	299.40		299.40
TOTAL					596.00		596.00
					863.71		863.71
					6,001.70		6,001.70
DEPT # - 012100 EXECUTIVE ADMINISTRATION*							
EXECUTIVE ADMINISTRATION*							
BENCHMARK COMM BANK #3399		PROF. SERVICES: TIME CLOCK	EASY CL 08/19	8/12/2019	41.00		41.00
CENTRAHEALTH OCCUPATIONAL		TRAVEL & TRAINING	930706	9/25/2019	400.00		400.00
BENCHMARK COMM BANK #3373		TRAVEL & TRAINING	F LION 08/14	8/14/2019	8.56		8.56
UNIVERSITY OF VIRGINIA		BUS & ASSOCIATIONS	40434	9/03/2019	408.56		408.56
					180.00		180.00
					186.00		186.00

ACCOUNTS PAYABLE LIST
COUNTY OF SHERKSVILLE
DEPT # - 012100 EXECUTIVE ADMINISTRATION

FROM DATE-10/07/2019
TO DATE- 10/08/2019
AP375
FUND # - 001 *GENERAL FUND EXPENDITURES*

MEMBER NAME	CHARGE TO	DESCRIPTION	INVOICE	DATE	AMOUNT
QUILL CORPORATION	OFFICE SUPPLIES	1043409		9/09/2019	37.91
QUILL CORPORATION	OFFICE SUPPLIES	1148034		9/12/2019	9.75
QUILL CORPORATION	OFFICE SUPPLIES	1169751		9/13/2019	62.98
QUILL CORPORATION	OFFICE SUPPLIES	1173034		9/13/2019	38.99
QUILL CORPORATION	OFFICE SUPPLIES	1248356		9/17/2019	11.80
QUILL CORPORATION	OFFICE SUPPLIES	128131638		9/04/2019	46.95
					209.38 *
O'REILLY AUTO PARTS	VEHICLE SUPPLIES	2269-224409		9/12/2019	112.35
					112.35 *
		TOTAL			951.29

DEPT # - 012210 SECURITY ATTORNEY*

SECURITY ATTORNEY*	PROFESSIONAL SERVICES	13569		9/20/2019	570.00
SLAYTON & CLARY	PROFESSIONAL SERVICES	13573		9/20/2019	2,907.00
					3,477.00 *
SENTRY LOCKE ATTORNEYS	SUPPLEMENTAL LEGAL SERVICES	267068/7048		8/15/2019	1,232.00
SENTRY LOCKE ATTORNEYS	SUPPLEMENTAL LEGAL SERVICES	267069/7048		8/15/2019	1,500.91
SENTRY LOCKE ATTORNEYS	SUPPLEMENTAL LEGAL SERVICES	267070/7048		8/15/2019	157.50
SENTRY LOCKE ATTORNEYS	SUPPLEMENTAL LEGAL SERVICES	267086/7168		8/15/2019	158.75
SENTRY LOCKE ATTORNEYS	SUPPLEMENTAL LEGAL SERVICES	268041/7168		9/13/2019	236.75
SENTRY LOCKE ATTORNEYS	SUPPLEMENTAL LEGAL SERVICES	268042/7168		9/13/2019	157.50
					3,442.91 *
SLAYTON & CLARY	TRAVEL & TRAINING	13573		9/28/2019	23.23
					23.23 *
		TOTAL			6,943.14

DEPT # - 012310 COMMISSIONER OF REVENUE*

COMMISSIONER OF REVENUE*	WORKMAN'S COMPENSATION*	64920		9/26/2019	549.29
					549.29 *
MARTHA S. SHENSON	TRAVEL & TRAINING	BAI MEETING1019		9/12/2019	50.00
MARTHA S. SHENSON	TRAVEL & TRAINING	FUEL 09/11		9/11/2019	11.45
MARTHA S. SHENSON	TRAVEL & TRAINING	TRAVEL 09/19		9/05/2019	5.15
COMMONWEALTH OCCUPATIONAL	TRAVEL & TRAINING	930706		9/25/2019	200.00
					286.50 *
		TOTAL			815.89

DEPT # - 012320 MRE-ASSESSMENT*

MRE-ASSESSMENT*	BOARDS & COMMISSIONERS	ED OF ASSESSORS		9/25/2019	50.00
WILLIAM L. WHITMAN	BOARDS & COMMISSIONERS	ED OF ASSESSORS		9/25/2019	50.00
HENRY C. WELLS, SR	BOARDS & COMMISSIONERS	ED OF ASSESSORS		9/25/2019	50.00
DAVID D LEE	BOARDS & COMMISSIONERS	ED OF ASSESSORS		9/25/2019	50.00
ALLEN HEADE BLANCHETT	BOARDS & COMMISSIONERS	ED OF ASSESSORS		9/25/2019	200.00 *
					200.00
		TOTAL			200.00

USENIX 2007

SECRET - 1

MECHLENBURG ELECTRIC COOP	ELECTRICITY
DOMINION ENERGY VIRGINIA	ELECTRICITY
CITY AUTO SUPPLY, INC.	REPAIR & MAINTENANCE SUPPLIES
CITY AUTO SUPPLY, INC.	REPAIR & MAINTENANCE SUPPLIES
CITY AUTO SUPPLY, INC.	REPAIR & MAINTENANCE SUPPLIES
JACKSON HARDWARE	REPAIR & MAINTENANCE SUPPLIES
ESPANOLA BUILDING CENTER	REPAIR & MAINTENANCE SUPPLIES
ESPANOLA BUILDING CENTER	REPAIR & MAINTENANCE SUPPLIES
ESPANOLA BUILDING CENTER	REPAIR & MAINTENANCE SUPPLIES

ASTROTT HARDWARE SITE IMPROVEMENTS
ASTROTT HARDWARE SITE IMPROVEMENTS
ASTROTT HARDWARE SITE IMPROVEMENTS
ASTROTT HARDWARE SITE IMPROVEMENTS
ASTROTT HARDWARE SITE IMPROVEMENTS

44-38861-1000

PERCHMAN, CURR BANK 46381	JURY EXPENSES
PERCHMAN, CURR BANK 46381	JURY EXPENSES
PERCHMAN, STEPHEN B.	JURY EXPENSES
CLAUDE, CYRIL A.	JURY EXPENSES
CLEMENTS, CHARLES H.	JURY EXPENSES
CONSOLE, HIRSHAN J.	JURY EXPENSES
COWLING, KELLY R.	JURY EXPENSES
CROMLER, LATHA L.	JURY EXPENSES
DELMUTH, QUANTZ S.	JURY EXPENSES
DRAKE, JACQUEA L.	JURY EXPENSES
FELDS, EVELY J.	JURY EXPENSES
FLOYD, JUSTIN L.	JURY EXPENSES
FRENCH, LINDA E.	JURY EXPENSES
GALEN, BRENDA H.	JURY EXPENSES
ERRY, DONALD H.	JURY EXPENSES
HARRISON, NELISSA H.	JURY EXPENSES
HICKS, WANDA A.	JURY EXPENSES
HILL, LARRY	JURY EXPENSES
HINES, CURA J.	JURY EXPENSES
HINES, SHARICE H.	JURY EXPENSES
HINES, BETTIE E.	JURY EXPENSES
HUBBES, BARRELL H.	JURY EXPENSES
THOMAS, STEVEN J.	JURY EXPENSES

[illegible][illegible]

ACCOUNTS PAYABLE LIST
COUNTY OF SHERESVILLE
DEPT # - 02100 *COUNCIL CHAIR*

FROM DATE-10/07/2019
TO DATE- 10/08/2019
82375
FUND # - 001 *GENERAL FUND EXPENDITURES*

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE	INVOICE	
				DATE	AMOUNT
JACKSON, CAROLYN W.	JURY EXPENSES*	JURY DUTY 09/19	9/24/2019	90.00	
ALLEN, KATHRYN E.	JURY EXPENSES*	JURY DUTY 09/19	9/24/2019	90.00	
MAJETTE, LAWRENCE L.	JURY EXPENSES*	JURY DUTY 09/19	9/24/2019	60.00	
WASON, SHARON E.	JURY EXPENSES*	JURY DUTY 09/19	9/24/2019	60.00	
ADLEY, CATHY L.	JURY EXPENSES*	JURY DUTY 09/19	9/24/2019	120.00	
FRANKS, KEVIN L.	JURY EXPENSES*	JURY DUTY 09/19	9/24/2019	90.00	
PEEBLES, THELMA R.	JURY EXPENSES*	JURY DUTY 09/19	9/24/2019	150.00	
PERKINS, RITA C.	JURY EXPENSES*	JURY DUTY 09/19	9/24/2019	150.00	
RICHARDSON, JR., VENTER	JURY EXPENSES*	JURY DUTY 09/19	9/24/2019	120.00	
SIMMONS, DYLAN S.	JURY EXPENSES*	JURY DUTY 09/19	9/24/2019	90.00	
TAYLOR, JOHN S.	JURY EXPENSES*	JURY DUTY 09/19	9/24/2019	120.00	
ALLEN, REBECCA D. DR	JURY EXPENSES*	JURY DUTY 09/19	9/24/2019	120.00	
TURNER, KETISHA H. DR	JURY EXPENSES*	JURY DUTY 09/19	9/24/2019	120.00	
FLER, MELAN H	JURY EXPENSES*	JURY DUTY 09/19	9/24/2019	90.00	
WALTON, ROBERT J.	JURY EXPENSES*	JURY DUTY 09/19	9/24/2019	90.00	
WHITE, MARY H.	JURY EXPENSES*	JURY DUTY 09/19	9/24/2019	120.00	
WILKINS, DANLEEN D.	JURY EXPENSES*	JURY DUTY 09/19	9/24/2019	90.00	
WILLIAMS, MARCOLPH	JURY EXPENSES*	JURY DUTY 09/19	9/24/2019	90.00	
WILLIAMS, TRACEE A.	JURY EXPENSES*	JURY DUTY 09/19	9/24/2019	90.00	
ROBERTSON, MELISSA H.	JURY EXPENSES*	JURY DUTY 09/19	9/24/2019	90.00	
COOPER, LARRY	JURY EXPENSES*	JURY DUTY 09/19	9/24/2019	90.00	
BRIGHT, JR., JAMES T.	JURY EXPENSES*	JURY DUTY 09/19	9/24/2019	120.00	
BERNER, JR., JAMES D.	JURY EXPENSES*	JURY DUTY 09/19	9/24/2019	120.00	
CORREY, JAMARIE A.	JURY EXPENSES*	JURY DUTY 09/19	9/24/2019	90.00	
CARROLL, LISA A.	JURY EXPENSES*	JURY DUTY 09/19	9/24/2019	4,508.26 *	
WEXCO CORPORATION	MAINTENANCE CONTRACTS	098071325	9/25/2019	111.30 *	
	TOTAL			111.30 *	
				4,619.56	
DEPT # - 02100 *GENERAL DISTRICT COURT*					
GENERAL DISTRICT COURT					
WEXCO CORPORATION	MAINTENANCE CONTRACTS	097890966	9/01/2019	41.52	
PITNEY BOWES	MAINTENANCE CONTRACTS	3309547106	8/30/2019	867.00	
				908.52 *	
VERIZON	TELECOMMUNICATIONS	348-3662 08/19	8/28/2019	59.92	
VERIZON	TELECOMMUNICATIONS	348-3662 09/19	9/28/2019	58.92	
GRANITE TELECOMMUNICATION	TELECOMMUNICATIONS	465195550	9/01/2019	245.71	
GRANITE TELECOMMUNICATION	TELECOMMUNICATIONS	465195550	9/01/2019	61.53	
				424.08 *	
STEPHEN D. BLUM	TRAVEL & TRAINING	TRAVEL V 09/19	9/17/2019	1,257.74	
H. LEE THOMAS, III	TRAVEL & TRAINING	TRAVEL V 09/18	9/17/2019	496.19	
				1,753.93 *	
THE SUPPLY SHOP	OFFICE SUPPLIES	3816685-0	9/24/2019	59.83	
				59.83 *	
	TOTAL			3,146.35	

ACCOUNTS PAYABLE LIST
COUNTY OF GREENSVILLE
DEPT 6 - 021200 *GENERAL DISTRICT COURT*

10/01/2019 FROM DATE-10/07/2019
RP375 TO DATE- 10/08/2019
FUND 6 - 001 *GENERAL FUND EXPENDITURES**

VENOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$\$ PAY \$\$\$
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DEPT 6 - 021300 *MAGISTRATE*

VERIZON	TELECOMMUNICATIONS	343-0303 09/19	9/01/2019	64.48
GRANITE TELECOMMUNICATIONS	TELECOMMUNICATIONS	46519550	9/01/2019	56.48
				120.97 *
		TOTAL		120.97

DEPT 6 - 021600 *CLERK, CIRCUIT COURT*

VERIZON CORPORATION	CLERK, CIRCUIT COURT*	095071324	9/05/2019	118.44
	TRAINING CONTRACTS			118.44 *
C. M. MARTINEZ	PRINTING & BINDING	54650	9/06/2019	35.02
				35.02 *
		TOTAL		153.46

DEPT 6 - 021800 *SECURITY SECURITY**

VACORF	*SECURITY SECURITY**	64920	9/26/2019	549.29
	HUMANITARIAN'S COMPENSATION**			549.29 *
		TOTAL		549.29

DEPT 6 - 022100 *COMMUNHEALTH'S ATTORNEY*

TREASURER OF GREENSVILLE	*COMMUNHEALTH'S ATTORNEY*	IT SERVICES	9/16/2019	2,036.25
				2,036.25 *
DOMINION ENERGY VIRGINIA	ELECTRICAL SERVICES	3558728026 09/19	9/11/2019	282.12
DOMINION ENERGY VIRGINIA	ELECTRICAL SERVICES	0869694912 09/19	9/11/2019	432.40
				714.52 *
KELLI WYATT	POSTAL SERVICES	POSTAGE 09/19	9/11/2019	22.00
KELLI WYATT	POSTAL SERVICES	POSTAGE 09/19	9/11/2019	22.00-
KELLI WYATT	POSTAL SERVICES	POSTAGE 09/19	9/11/2019	24.50
				24.50 *
COMCAST COMMUNICATIONS	TELECOMMUNICATIONS	CORR ATTY 09/19	9/14/2019	151.05
				151.05 *
RICHMOND AMERICAS CORP	LEASE OF EQUIPMENT	3027617050	9/14/2019	264.05
				264.05 *
PATRICIA T. WATSON	TRAVEL & TRAINING	VCJC CORP '19	9/20/2019	398.12
BENCHMARK CORP BARK #6373	TRAVEL & TRAINING	CHICKFILL08/03	8/03/2019	8.02
BENCHMARK CORP BARK #6373	TRAVEL & TRAINING	PELON'S 58 0801	8/01/2019	21.25
BENCHMARK CORP BARK #6373	TRAVEL & TRAINING	PELON'S 58 0802	8/02/2019	17.30
BENCHMARK CORP BARK #7595	TRAVEL & TRAINING	HILLTON 08/03	8/03/2019	570.99
				1,015.59 *
QUILL CORPORATION	OFFICE SUPPLIES	1001502	9/06/2019	114.99
				114.99 *

ACCOUNTS PAYABLE LIST
COUNTY OF GREENSVILLE
DEPT # - 022100 COMMUNITY HEALTH'S ATTORNEY

FROM DATE-10/07/2019
TO DATE- 10/08/2019
AP375
FUND # - 001 *GENERAL FUND EXPENDITURES**

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	DATE	\$\$\$ PAY \$\$\$
ORANGE SPECIALTY COMPANY	HOUSEKEEPING SUPPLIES		7449299	9/03/2019	22.88
					22.88 *
		TOTAL			4,344.63
DEPT # - 031200 ALAM ENFORCEMENT-SHERIFF*					
ALAM ENFORCEMENT-SHERIFF*					
WORKMAN'S COMPENSATION**					
WORKMAN'S COMPENSATION**			60920	9/26/2019	549.26
					549.26 *
TREASURER OF GREENSVILLE	IT SERVICES	IT SERVICES1019		9/18/2019	2,750.00
					2,750.00 *
VERIZON: 911 CHARGES	CONTRACTUAL SERV. 911	F08-0229 09/19		8/25/2019	57.00
VERIZON: 911 CHARGES	CONTRACTUAL SERV. 911	F08-0230 08/19		8/28/2019	57.00
VERIZON: 911 CHARGES	CONTRACTUAL SERV. 911	F08-0230 09/19		9/28/2019	57.86
VERIZON: 911 CHARGES	CONTRACTUAL SERV. 911	F08-0231 09/19		9/01/2019	57.86
VERIZON: 911 CHARGES	CONTRACTUAL SERV. 911	F08-0233 09/19		9/07/2019	252.76
VERIZON: 911 CHARGES	CONTRACTUAL SERV. 911	WIR-0941 09/19		9/22/2019	945.50
VERIZON: 911 CHARGES	CONTRACTUAL SERV. 911	008-0569 09/19		9/25/2019	157.96
VERIZON: 911 CHARGES	CONTRACTUAL SERV. 911	123-5806 09/19		9/22/2019	758.84
VERIZON: 911 CHARGES	CONTRACTUAL SERV. 911	278-6660 09/19		8/31/2019	42.11
AT&T					1,786.89 *
JUN'S BODY SHOP, LLC	REPAIR & MAINTENANCE SERVICES	1183		9/09/2019	6,433.39
GREENE'S SERVICE CENTER	REPAIR & MAINTENANCE SERVICES	12179		9/17/2019	20.00
GREENE'S SERVICE CENTER	REPAIR & MAINTENANCE SERVICES	12182		9/17/2019	70.00
GREENE'S SERVICE CENTER	REPAIR & MAINTENANCE SERVICES	12183		9/17/2019	449.00
GREENE'S SERVICE CENTER	REPAIR & MAINTENANCE SERVICES	12197		9/25/2019	59.00
LEETIE TIRE & AUTO CENTER	REPAIR & MAINTENANCE SERVICES	806796		9/17/2019	389.74
LEETIE TIRE & AUTO CENTER	REPAIR & MAINTENANCE SERVICES	806991		9/20/2019	115.00
					7,536.13 *
RADIO COMMUNICATIONS OF	REPAIR & MAINT. 911 EQUIP.	502808756-1		9/17/2019	862.25
					862.25 *
NECKLESBURG ELECTRIC COOP	ELECTRICAL	3882909700 0919		9/10/2019	1,336.42
					1,336.42 *
GOUSA	WATER & SEWER	4418 09/19		9/24/2019	153.44
					153.44 *
THE UPS STORE	POSTAL SERVICES	1446 09/24		9/24/2019	13.80
					13.80 *
VERIZON WIRELESS	TELECOMMUNICATIONS	9837283207		9/02/2019	2,290.64
					2,290.64 *
PITNEY BOWES	LEASE OF EQUIPMENT	3509552455		8/30/2019	114.00
					114.00 *
BENCHMARK COMM BANK 86381	TRAVEL & TRAINING	CTS TRASH		9/23/2019	795.89-
BENCHMARK COMM BANK 86381	TRAVEL & TRAINING	EMBASSY 07/31		7/31/2019	22.13
BENCHMARK COMM BANK 86381	TRAVEL & TRAINING	HAMPTON INNO801		8/01/2019	436.64
BENCHMARK COMM BANK 86381	TRAVEL & TRAINING	HAMPTON INNO801		8/01/2019	436.64
BENCHMARK COMM BANK 86381	TRAVEL & TRAINING	HAMPTON INNO801		8/01/2019	436.64
BENCHMARK COMM BANK 86381	TRAVEL & TRAINING	VA SHERIFF0820		8/20/2019	275.80

ACCOUNTS PAYABLE LIST
COUNTY OF GREENSBVILLE
DEPT 3 - 031200 PLAW ENFORCEMENT-SHERIFF

FROM DATE-10/07/2019
TO DATE- 10/08/2019
APR75
FUND 5 - 001 WSGENERAL FUND EXPENDITURES

VENDOR NAME		CHARGE TO	DESCRIPTION	INVOICE	DATE	AMOUNT
TRAVEL & TRAINING						
BENCHMARK CORP BANK #6365				OUTBACK 07/31	7/31/2019	31.12
BENCHMARK CORP BANK #6361				GOLD COR 08/01	8/01/2019	843.17 *
BENCHMARK CORP BANK #6361				SURDO 08/01	8/01/2019	30.39
BENCHMARK CORP BANK #6365				ENTER. SHERIFFS	8/20/2019	35.50
BENCHMARK CORP BANK #6365				FURNE ROSS	8/19/2019	40.00
BENCHMARK CORP BANK #6365				HANPTON IRMO	8/20/2019	42.46
BENCHMARK CORP BANK #6365				PADA EXP 08/20	8/20/2019	255.96
BENCHMARK CORP BANK #6365				PILOT 08/19	8/19/2019	11.68
BENCHMARK CORP BANK #6365				PIREVE'S 08/20	8/20/2019	28.39
BENCHMARK CORP BANK #6365				PRIME THELUE	8/19/2019	22.96
BENCHMARK CORP BANK #6365				STARBUCKS 08/20	8/20/2019	33.75
BENCHMARK CORP BANK #6365				SURDO 08/20	8/20/2019	17.20
BENCHMARK CORP BANK #6365				RENEAL '19	9/25/2019	34.00
PROGRESSIVE BUSINESS				1248023	9/17/2019	552.29 *
GULL CORPORATION				NOTARY ST 08/20	8/20/2019	44.95
BENCHMARK CORP BANK #6361				SAN'S CLUB '19	9/13/2019	398.24
BENCHMARK CORP BANK #6365				DIS AUTO PTS	9/14/2019	68.86
BENCHMARK CORP BANK #6361				567461	9/17/2019	45.00
KUSTON SIGNALS INC				12182	9/17/2019	549.05 *
GREENE'S SERVICE CENTER				12183	9/17/2019	471.26
GREENE'S SERVICE CENTER				2259-224167	9/17/2019	471.26 *
O'NEILLY AUTO PARTS				806796	9/17/2019	75.00
LEETE TIRE & AUTO CENTER				806991	9/20/2019	369.00
LEETE TIRE & AUTO CENTER				013655955	9/09/2019	670.00
GALLS, LLC				HALMART 06/57	8/14/2019	19.43
BENCHMARK CORP BANK #6365				013646863	9/07/2019	707.59 *
GALLS, LLC				013701647	9/13/2019	58.00
GALLS, LLC				18897	9/17/2019	1,679.75
TRINITY CUSTOM APPAREL &				AMAZON 4698641	8/06/2019	227.80
BENCHMARK CORP BANK #6399				AMAZON 0475460	7/27/2019	1,965.55 *
BENCHMARK CORP BANK #6381				AMAZON 7365812	8/19/2019	2,267.52
BENCHMARK CORP BANK #6381						2,267.52 *
				TOTAL		27,569.40

DEPT 3 - 032400 WFTRE & RESCUE

WFTRE & RESCUE
VIRGINIA FORESTRY DEPT

9/18/2019

FY20 CONTRIB

2,850.75

2,850.75 *

10/01/2019 FROM DATE-10/07/2019
 8P375 TO DATE- 10/08/2019
 FUND # - 001 **GENERAL FUND EXPENDITURES**

ACCOUNTS PAYABLE LIST
 COUNTY OF GREENSVILLE
 DEPT # - 032400 *FIRE & RESCUE*

JARRATT VOL. FIRE DEPT. JARRATT VOLUNTEER FIRE DEPT*
 CHARGE TO
 INVOICE
 DATE
 \$5 PAY \$5

DEPT # - 032200 *JAIL*
 9/18/2019 5,000.00
 5,000.00 *
 7,850.75
 TOTAL

DEPT # - 032400 *FIRE & RESCUE*
 9/05/2019 69,776.33
 69,776.33 *
 69,776.33
 TOTAL

DEPT # - 034100 *BUILDING INSPECTIONS*
 9/25/2019 200.00
 200.00 *
 200.00
 TOTAL

DEPT # - 035100 *NATURAL CONTROL*
 9/24/2019 56.52
 56.52 *
 155.95
 155.95 *
 1,391.25
 1,391.25 *
 68.95
 68.95 *
 20.38
 20.38 *
 1,693.05
 TOTAL

DEPT # - 035600 *EMERGENCY MANAGEMENT*
 9/02/2019 40.01
 40.01 *
 100.00
 100.00 *
 140.01
 TOTAL

DEPT # - 041200 *HIGHWAY & STREET LIGHTING*
 9/09/2019 394.26
 394.26 *
 394.26
 TOTAL

DEPT # - 041200 *HIGHWAY & STREET LIGHTING*
 9/09/2019 394.26
 394.26 *
 394.26
 TOTAL

DEPT # - 041200 *HIGHWAY & STREET LIGHTING*
 9/09/2019 394.26
 394.26 *
 394.26
 TOTAL

DEPT # - 041200 *HIGHWAY & STREET LIGHTING*
 9/09/2019 394.26
 394.26 *
 394.26
 TOTAL

DEPT # - 041200 *HIGHWAY & STREET LIGHTING*
 9/09/2019 394.26
 394.26 *
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 TOTAL

DEPT # - 041200 *HIGHWAY & STREET LIGHTING*
 9/09/2019 394.26
 394.26 *
 394.26
 TOTAL

DEPT # - 041200 *HIGHWAY & STREET LIGHTING*
 9/09/2019 394.26
 394.26 *
 394.26
 TOTAL

DEPT # - 041200 *HIGHWAY & STREET LIGHTING*
 9/09/2019 394.26
 394.26 *
 394.26
 TOTAL

ACCOUNTS PAYABLE LIST
COUNTY OF GREENSVILLE
DEPT # - 041200 HIGHWAY & STREET LIGHTING*

FROM DATE-10/07/2019
TO DATE- 10/08/2019
AP37E
FUND # - 001 *GENERAL FUND EXPENDITURES**

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	DATE	\$\$\$ PAY \$\$\$
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DEPT # - 042100 *COLLECTION SITES*

COLLECTION SITES					
VACORP		64920		9/26/2019	549.29 *
					549.29 *
RESIDENT EQUIPMENT CO., INC		RE896		9/06/2019	1,000.00
RESIDENT EQUIPMENT CO., INC		RE894		9/14/2019	1,812.50
					2,812.50 *
SOUTHSIDE REGIONAL JAIL		2368		9/09/2019	690.00
					690.00 *
COMMUNHEALTH OCCUPATIONAL		9408		9/18/2019	150.00
					150.00 *
ARMARQUE PONTA JONES		105384		8/31/2019	805.00
					805.00 *
MECHLENBURG ELECTRIC CHOP		1355300200 0919		9/26/2019	84.95
MECHLENBURG ELECTRIC CHOP		2363700009 0919		9/09/2019	91.17
MECHLENBURG ELECTRIC CHOP		3877700900 0919		9/17/2019	82.96
MECHLENBURG ELECTRIC CHOP		3885700300 0919		9/10/2019	83.58
MECHLENBURG ELECTRIC CHOP		4378900500 0919		9/23/2019	44.16
MECHLENBURG ELECTRIC CHOP		2893912921 0919		9/25/2019	43.45
DOMINION ENERGY VIRGINIA		4150337866 0919		9/25/2019	34.13
					464.40 *
VERIZON WIRELESS		9837283207		9/02/2019	205.66
					205.66 *
CINTAS CORP #143		4029723451		9/09/2019	19.25
CINTAS CORP #143		4030225491		9/16/2019	19.25
CINTAS CORP #143		4030745386		9/23/2019	19.25
					57.75 *
COMMUNHEALTH OCCUPATIONAL		930766		9/25/2019	200.00
					200.00 *
WALBERT COMMUNITY #0869		06040 09/13		9/13/2019	15.66
					15.66 *
HALLEART COMMUNITY #0869		06040 09/13		9/13/2019	39.15
					39.15 *
CITY AUTO SUPPLY, INC.		435013		9/27/2019	5.37
FARM & LAWN SERVICE		01-9713		9/13/2019	503.51
					508.88 *
REDLINE INTERNATIONAL, INC		3292530011		9/10/2019	625.00
FARM & LAWN SERVICE		01-10024		9/23/2019	71.40
B'REILLY AUTO PARTS		2269-223297		9/05/2019	25.98
B'REILLY AUTO PARTS		2269-223514		9/06/2019	27.98
TYDENWATER MACK, INC		129259025		9/16/2019	4,761.89
					5,512.25 *
				TOTAL	11,810.54

DEPT # - 045200 *BUILDINGS & GROUNDS*

VACORP		64920		9/26/2019	549.29
					549.29 *

BUILDINGS & GROUNDS

VACORP

ACCOUNTS PAYABLE LIST
COUNTY OF GREENSVILLE
DEPT # - 043400 ROUTELINES & CARRIAGES

FROM DATE-10/07/2019
TO DATE- 10/08/2019
FUND # - 001 GENERAL FUND EXPENDITURES**

INVOICE
VENDOR NAME
CHARGE TO
DESCRIPTION
INVOICE#
DATE
\$9 PAY \$9

DEPT # - 043400 GREENSVILLE COUNTY GOVERNMENT CTR

GREENSVILLE COUNTY GOVERNMENT CTR
COMMUNHEALTH OCCUPATIONAL CONTRACTUAL SERVICES: CISHA

CHEN-ARDA	REPAIR & MAINTENANCE SERVICES	9408	9/18/2019	163.50
GREENE'S SERVICE CENTER	REPAIR & MAINTENANCE SERVICES	3673441	8/08/2019	163.50 *
GREENE'S SERVICE CENTER	REPAIR & MAINTENANCE SERVICES	12156	9/11/2019	174.14
GREENE'S SERVICE CENTER	REPAIR & MAINTENANCE SERVICES	12206	9/23/2019	5.00
GREENE'S SERVICE CENTER	REPAIR & MAINTENANCE SERVICES	12207	9/23/2019	5.00
				10.00
				194.14 *
RICHMOND AMERICAS CORP	MAINTENANCE CONTRACTS	9027617050	9/14/2019	1,263.26
				1,263.26 *
NECKLEBURG ELECTRIC COOP	ELECTRICITY	3082901000 0919	9/10/2019	3,816.91
NECKLEBURG ELECTRIC COOP	ELECTRICITY	3091000360 0919	9/10/2019	43.31
				3,860.22 *
UNITED PARCEL SERVICE	POSTAL SERVICES: UPS	0080238106369	9/07/2019	13.45
				13.45 *
VERIZON	TELECOMMUNICATIONS	348-4205 08/19	8/28/2019	539.78
VERIZON	TELECOMMUNICATIONS	348-4205 09/19	9/28/2019	539.78
VERIZON	TELECOMMUNICATIONS	348-8079 09/19	9/25/2019	549.41
VERIZON WIRELESS	TELECOMMUNICATIONS	983783307	9/02/2019	16.01
GRANITE TELECOMMUNICATION	TELECOMMUNICATIONS	465195530	9/01/2019	75.25
				1,714.23 *
CINTAS CORP 9143	UNIFORM RENTAL	4030858113	9/12/2019	22.89
CINTAS CORP 9143	UNIFORM RENTAL	4030559122	9/19/2019	22.89
				45.78 *
SMN'S CLUB DIRECT	OFFICE SUPPLIES	69724/2019	9/24/2019	17.08
				17.08 *
CITY AUTO SUPPLY, INC.	REPAIR & MAINTENANCE SUPPLIES	433524	9/11/2019	1.80
CITY AUTO SUPPLY, INC.	REPAIR & MAINTENANCE SUPPLIES	434411	9/20/2019	995.00
CITY AUTO SUPPLY, INC.	REPAIR & MAINTENANCE SUPPLIES	434795	9/25/2019	7.26
CITY AUTO SUPPLY, INC.	REPAIR & MAINTENANCE SUPPLIES	434819	9/25/2019	.34
EMERSON HARDWARE CO. INC	REPAIR & MAINTENANCE SUPPLIES	11334	9/19/2019	5.62
JERRATT HARDWARE	REPAIR & MAINTENANCE SUPPLIES	1908-619967	8/15/2019	.60
JERRATT HARDWARE	REPAIR & MAINTENANCE SUPPLIES	1909-022620	9/12/2019	7.99
JERRATT HARDWARE	REPAIR & MAINTENANCE SUPPLIES	1909-023902	9/25/2019	8.07
LAWRENCEVILLE BUILDING	REPAIR & MAINTENANCE SUPPLIES	19096	9/23/2019	5.72
FARM & LAWN SERVICE	REPAIR & MAINTENANCE SUPPLIES	01-9838	9/17/2019	4.49
O'REILLY AUTO PARTS	REPAIR & MAINTENANCE SUPPLIES	2289-224347	9/11/2019	59.28
O'REILLY AUTO PARTS	REPAIR & MAINTENANCE SUPPLIES	2289-225823	9/19/2019	1.07
O'REILLY AUTO PARTS	REPAIR & MAINTENANCE SUPPLIES	2289-227013	9/26/2019	5.44
UNITED REFRIGERATION INC	REPAIR & MAINTENANCE SUPPLIES	70052172-00	9/03/2019	1,392.80
UNITED REFRIGERATION INC	REPAIR & MAINTENANCE SUPPLIES	70212348-00	9/13/2019	451.07
STATE ELECTRIC SUPPLY CO.	REPAIR & MAINTENANCE SUPPLIES	14198056-01	9/11/2019	47.46
STATE ELECTRIC SUPPLY CO.	REPAIR & MAINTENANCE SUPPLIES	14198056-02	9/11/2019	48.42
ARC3 CASES	REPAIR & MAINTENANCE SUPPLIES	06542777	9/18/2019	72.25
GENCOHARK CORP DUNK 86399	REPAIR & MAINTENANCE SUPPLIES	AMAZON 0753015	8/26/2019	59.98

ACCOUNTS PAYABLE LIST
COUNTY OF GREENSVILLE
DEPT # - 04300 GREENSVILLE COUNTY GOVERNMENT CYR

FROM DATE-10/07/2019
TO DATE- 10/06/2019
FUND # - 001 REGENERAL FUND EXPENDITURES**

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	DATE	SS	PAY	SS
BENCHMARK COMM BANK #6399	REPAIR & MAINTENANCE SUPPLIES	AMAZON 7381046		8/26/2019	26.03		
BENCHMARK COMM BANK #6399	REPAIR & MAINTENANCE SUPPLIES	LOU'S ELDER0826		8/26/2019	41.50		
BENCHMARK COMM BANK #7595	REPAIR & MAINTENANCE SUPPLIES	AMAZON 3322647		8/29/2019	446.42		
					3,888.61 *		
O'REILLY AUTO PARTS	VEHICLES SUPPLIES	2269-226476		9/23/2019	9.13		
O'REILLY AUTO PARTS	VEHICLES SUPPLIES	2269-226503		9/23/2019	2.12		
					11.25 *		
				TOTAL	10,971.52		

DEPT # - 043600 MAINTENANCE BUILDINGS**

MAINTENANCE BUILDINGS**							
DIAMOND SPRINGS	CONTRACTUAL SER: WATER COOLER	3276275		9/20/2019	8.95		
DIAMOND SPRINGS	CONTRACTUAL SER: WATER COOLER	911184040		9/11/2019	14.50		
DIAMOND SPRINGS	CONTRACTUAL SER: WATER COOLER	925184040		9/25/2019	7.25		
DIAMOND SPRINGS	CONTRACTUAL SER: WATER COOLER	925184041		9/25/2019	24.20		
					54.90 *		
HECKLERBURG ELECTRIC COOP	ELECTRICITY	388650400 0919		9/10/2019	458.13		
					458.13 *		
				TOTAL	513.93		

DEPT # - 05100 MEDICAL HEALTH DEPARTMENT**

MEDICAL HEALTH DEPARTMENT**							
VERIZON	TELECOMMUNICATIONS	348-8879 09719		9/25/2019	176.28		
					176.28 *		
				TOTAL	176.28		

DEPT # - 05200 CHAPTER 10 BOARD**

CHAPTER 10 BOARD**							
DISTRICT 19 COMMUNITY	BOARD CONTRIBUTION	FY20 CONTRIB		9/18/2019	14,191.25		
					14,191.25 *		
				TOTAL	14,191.25		

DEPT # - 048100 MEDICAL CONTRIBUTIONS**

MEDICAL CONTRIBUTIONS**							
THE IMPROVEMENT ASSEC.	HEAD START	FY20 CONTRIB		9/18/2019	5,000.00		
					5,000.00 *		
GCMSA	GCMSA: HYDRANT FEES	FARE HY OCT 19		9/18/2019	53,943.89		
					53,943.89 *		
GREENSVILLE COUNTY	GREENSVILLE COUNTY TRAINING SC	FY20 CONTRIB		9/18/2019	3,750.00		
					3,750.00 *		
				TOTAL	62,693.89		

DEPT # - 071300 RECREATIONAL FACILITIES**

RECREATIONAL FACILITIES**							
ESGA	RECREATIONAL FACILITIES**	FY20 CONTRIB		9/18/2019	12,750.00		
					12,750.00 *		

ACCOUNTS PAYABLE LIST
COUNTY OF GREENSVILLE
DEPT 3 - 001420 WOOTTERDAM ROAD - PHASE IIA

FROM DATE-10/07/2019
TO DATE- 10/08/2019
AP375
FUND 3 - 001 WSGENERAL FUND EXPENDITURES

VENUE NAME	CHARGE ID	DESCRIPTION	INVOICE#	DATE	AMOUNT
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RICHMOND TIMES DISPATCH	ADVERTISING		985627-0018	9/18/2019	947.80
INDUSTRIAL DEVELOPMENT	ACQUISITION (RENT OF HWY)		TX NF11-260261	9/18/2019	947.80 *
					5,200.00
					5,200.00 *
					10,443.67
					TOTAL

DEPT 3 - 001500 WSGENERAL FUND EXPENDITURES

DOCKERYVILLE	PROFESSIONAL SERVICES		2050764	9/09/2019	3,985.30
VERIZON WIRELESS	TELECOMMUNICATIONS		9837282207	9/02/2019	40.01
COMMUNAL HEALTH DEPARTMENT	TRAVEL & TRAINING		930706	9/25/2019	40.01 *
EMPHIS/GREENSVILLE	AIRPORT COMMISSION		FY20 CONTRIB	9/18/2019	200.00
BECKLEBURG COUNTY	VA GROWTH ALLIANCE		VA GROWTH '19	9/12/2019	15,000.00 *
WHITTINGTON CONSULTING	ANNUAL DUES AND FEES		2672	9/01/2019	12,243.00
					125.00
					125.00 *
					31,593.31
					TOTAL

DEPT 3 - 001700 WSGENERAL FUND EXPENDITURES

WISDOM AMERICA CORP	MAINTENANCE CONTRACTS		5057566861	9/12/2019	14.76
BERKSHIRE COMM BANK	DUES & ASSOCIATIONS		WALBLS 02/05	8/05/2019	14.76 *
					50.00
					50.00 *
					64.76
					TOTAL

DEPT 3 - 003300 WUPIN

GREENVIEW ENERGY VIRGINIA	ELECTRICITY		6785012847 0919	9/11/2019	171.25
					171.25 *
					171.25
					TOTAL
					FUND TOTAL
					369,916.03

ACCOUNTS PAYABLE LIST
COUNTY OF GREENSVILLE
DEPT # - 041500 **PUBLIC TRANSPORTATION**

10/01/2019 FROM DATE-10/07/2019
MF375 YR DATE- 10/08/2019
FUND # - 008 **PUBLIC TRANSPORTATION**

VENOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$\$ PAY \$\$\$
DEPT # - 041500 **PUBLIC TRANSPORTATION**					
WAGNER		**PUBLIC TRANSPORTATION**			
		MURKIN'S COMPENSATION	64920	9/26/2019	549.29 *
					549.29 *
COMMUNAL HEALTH OCCUPATIONAL		DRUG TESTING SUPPLIES	9411	9/18/2019	354.00 *
					354.00 *
WAGNER & BLAIR		PRINTING & REPRODUCTION	90813119	9/06/2019	3,750.00 *
					3,750.00 *
VERIZON WIRELESS		COMMUNICATION SERVICES	9837293207	9/02/2019	72.79 *
					72.79 *
COMMUNAL HEALTH OCCUPATIONAL		EDUCATION & FIRST AID SUPPLIES	930706	9/25/2019	100.00 *
					100.00 *
RESUME SPECIALTY COMPANY		CLEANING SUPPLIES	7446490	8/27/2019	45.03 *
					45.03 *
R & T UNIFORMS		OTHER - UNIFORMS	117856	9/18/2019	99.00 *
					99.00 *
		TOTAL			4,970.11
		FUND TOTAL			4,970.11

FROM DATE-10/07/2019
TO DATE- 10/08/2019
FUND # - 810 *GREENSVILLE FIRE DEPT EXPENSES**

ACCOUNTS PAYABLE LIST
COUNTY OF GREENSVILLE
DEPT # - 032100 *GREENSVILLE FIRE DEPT**

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICES	INVOICE DATE	\$\$\$ PAY \$\$\$
DEPT # - 032100 GREENSVILLE FIRE DEPT**					
GREENSVILLE FIRE DEPT**					
HENRY RAMLS		VOLUNTEER ACCIDENT/SICKNESS IN	1075	9/13/2019	6,447.00
					6,447.00 *
MECKLENBURG ELECTRIC COOP		ELECTRICAL	9060002023 0919	9/12/2019	74.64
VERMILION ENERGY VIRGINIA		ELECTRICAL	2284525058 0919	9/11/2019	965.32
					939.96 *
USCOURT		LDA INSURANCE	64920	9/26/2019	10.00
					10.00 *
MILBART COMMUNITY SBO69		OFFICE SUPPLIES	02949 09/04	9/04/2019	69.66
					69.60 *
O'REILLY AUTO PARTS		REPAIR & MAINTENANCE SUPPLIES	2269-216668	7/30/2019	85.91
O'REILLY AUTO PARTS		REPAIR & MAINTENANCE SUPPLIES	2269-218497	8/09/2019	8.99
					94.90 *
PARNER OIL COMPANY, INC.		VEHICLE/POWERED EQUIP SUPPLIES	81013	8/22/2019	519.52
MILBART COMMUNITY SBO69		VEHICLE/POWERED EQUIP SUPPLIES	02949 09/04	9/04/2019	38.63
O'REILLY AUTO PARTS		VEHICLE/POWERED EQUIP SUPPLIES	2269-216668	7/30/2019	41.96
O'REILLY AUTO PARTS		VEHICLE/POWERED EQUIP SUPPLIES	2269-225837	9/19/2019	17.90
					618.01 *
RIDD COMMUNICATIONS		OTHER OPERATING SUPPLIES	18503	9/18/2019	274.85
BATTERY BANK OF VA, INC.		OTHER OPERATING SUPPLIES	130711291	9/16/2019	85.00
BENCHMARK COMM BANK S673		OTHER OPERATING SUPPLIES	35812	9/19/2019	172.80
			FIRE PRNT 08/22	8/22/2019	249.00
					781.65 *
MUNICIPAL EMERGENCY		FIRE PROGRAM FUNDS PURCHASES-C	TM1375221	10/09/2019	1,013.21
					1,013.21 *
MUNICIPAL EMERGENCY		FIRE PROGRAM FUNDS PURCHASES-C	TM1375221	10/09/2019	1,013.20
					1,013.20 *
TOTAL					10,987.53
FUND TOTAL					10,987.53

ACCOUNTS PAYABLE LIST
COUNTY OF GREENSVILLE
DEPT # - 022100 *AFDA: COMMUNHEALTH'S ATTORNEY**

FROM DATE-10/07/2019
TH DATE- 10/08/2019

10/01/2019
AF375
FUND # - 012 *AFSDA***

INVOICE
DATE

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DATE

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DATE

DEPT # - 022100 *AFDA: COMMUNHEALTH'S ATTORNEY**

*AFDA: COMMUNHEALTH'S ATTORNEY**
STATE EXPENSES

3,060.00
3,060.00 *
3,060.00

9/03/2019

309226200

309226200

309226200

309226200

309226200

309226200

TOTAL

TOTAL

TOTAL

TOTAL

TOTAL

TOTAL

DEPT # - 031700 *AFDA: SHERIFF'S DEPARTMENT**

*AFDA: SHERIFF'S DEPARTMENT**
FEDERAL EXPENSES

2,611.29
2,611.29 *
7,867.45
7,867.45 *
9,678.74

9/23/2019

702011624-1

702011624-1

702011624-1

702011624-1

702011624-1

702011624-1

TOTAL

TOTAL

TOTAL

TOTAL

TOTAL

TOTAL

12,738.74

FUND TOTAL

FUND TOTAL

FUND TOTAL

FUND TOTAL

FUND TOTAL

FUND TOTAL

10/01/2019 FROM DATE-10/07/2019 ACCOUNTS PAYABLE LIST
 87375 TO DATE- 10/08/2019 COUNTY OF GREENSVILLE
 FUND 3 - 017 REPUBLIC WORKSHEP DEPT 3 - 042600 WORKSHEP

VENDOR NAME		CHARGE TO	DESCRIPTION	INVOICE#	DATE	\$\$\$ PAY \$\$\$
WORKSHEP						
WORKSHEP'S COMPENSATION**						
				64920	9/26/2019	549.29
						549.29 *
LABELLA ASSOCIATES						
				116253	8/31/2019	1,325.00
						1,325.00 *
DANER AGEN ASSOCIATES						
				2019080472	8/31/2019	400.10
						400.10 *
DANER AGEN ASSOCIATES						
				2019080472	8/31/2019	400.10
						400.10 *
DANER AGEN ASSOCIATES						
				2019080472	8/31/2019	400.10
						400.10 *
RECENT EQUIPMENT CO., INC						
				RECENT23	7/23/2019	3,000.00
						3,000.00 *
RECENT EQUIPMENT CO., INC						
				RECENT13	9/13/2019	3,100.00
						3,100.00 *
CRYSTAL SPRINGS						
				3457059 092519	9/25/2019	6,100.00
						6,100.00 *
PRUDY PURFINS LLC						
				00922	9/09/2019	59.71
						59.71 *
TREASURER OF GREENSVILLE						
				FY 20 ADMIN FEE	9/18/2019	250.00
						250.00 *
NECKLEBURG ELECTRIC CORP						
				3570500100 0919	9/17/2019	12,500.00
						12,500.00 *
VERIZON WIRELESS						
				9837283207	9/02/2019	210.98
						210.98 *
CINTAS CORP #143						
				4029723451	9/09/2019	57.65
						57.65 *
CINTAS CORP #143						
				4030225491	9/16/2019	45.05
						45.05 *
CINTAS CORP #143						
				4030743306	9/23/2019	45.05
						45.05 *
COMMONWEALTH OCCUPATIONAL						
				930706	9/25/2019	135.15
						135.15 *
CENTRAL CASULINA HOLDING						
				1657964	8/31/2019	200.00
						200.00 *
SAMUEL PAIR						
				2875	9/30/2019	1,029.00
						1,029.00 *
HALLMARK COMMUNITY #8067						
				801468 08/19	8/19/2019	28.00
						28.00 *
CARTER MACHINERY CO. INC						
				2260153	9/05/2019	29.76
						29.76 *
CARTER MACHINERY CO. INC						
				2270011	9/13/2019	75.89
						75.89 *
O'REILLY AUTO PARTS						
				2269-22495	9/12/2019	8.49
						8.49 *
O'REILLY AUTO PARTS						
				2269-22503	9/19/2019	45.83
						45.83 *
PARKER OIL COMPANY, INC.						
				78334	8/19/2019	1,437.32
						1,437.32 *
PARKER OIL COMPANY, INC.						
				96460	9/06/2019	1,277.57
						1,277.57 *
RIDGOUT EQUIPMENT CO., INC						
				858830	8/30/2019	1,346.65
						1,346.65 *
TOTAL						
						2,624.22
						2,624.22 *
FUND TOTAL						
						31,311.18
						31,311.18 *

ACCOUNTS PAYABLE LIST
 COUNTY OF GREENSVILLE
 DEPT 4 - 042000 *SWEET*

FROM DATE-10/07/2019
 TO DATE- 10/08/2019

10/01/2019
 AP37E
 FUND 4 - 017 ***PUBLIC WORKS***

VENDOR NAME	CHARGE ID	DESCRIPTION	INVOICES	INVOICE DATE	AMOUNT PAID

FROM DATE-10/07/2019
 TO DATE- 10/08/2019
 COUNTY OF GREENSVILLE
 DEPT # - 03300 *COMMUNITY CORRECTIONS: PRETRIAL*

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE	DATE	AMOUNT
THERESSA CLARENCE		TRAVEL & SUBSISTENCE	TRAVEL V 09/19	9/11/2019	41.76
LINDA MACLIN		TRAVEL & SUBSISTENCE	TRAVEL V 09/19	9/18/2019	122.88
SUSAN GREENE		TRAVEL & SUBSISTENCE	TRAVEL V 09/19	9/18/2019	71.86
COMMUNHEALTH OCCUPATIONAL		TRAVEL & SUBSISTENCE	930706	9/25/2019	200.00
LINDA HARRY		TRAVEL & SUBSISTENCE	TRAVEL V 09/19	9/11/2019	30.16
					466.66 *
ESANITE TELECOMMUNICATION		SUPPLIES & OTHER OPERATING EXP	465195550	9/01/2019	24.73
					24.73 *
VERIZON WIRELESS		EQUIPMENT	9837283207	9/02/2019	20.01
					20.01 *
		TOTAL			511.40

DEPT # - 03300 *COMMUNITY CORRECTIONS: PRETRIAL*

COMMUNITY CORRECTIONS: PRETRIAL

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE	DATE	AMOUNT
THERESSA CLARENCE		TRAVEL & SUBSISTENCE	TRAVEL V 09/19	9/11/2019	41.76
LINDA MACLIN		TRAVEL & SUBSISTENCE	TRAVEL V 09/19	9/18/2019	122.88
SUSAN GREENE		TRAVEL & SUBSISTENCE	TRAVEL V 09/19	9/18/2019	71.86
COMMUNHEALTH OCCUPATIONAL		TRAVEL & SUBSISTENCE	930706	9/25/2019	200.00
LINDA HARRY		TRAVEL & SUBSISTENCE	TRAVEL V 09/19	9/11/2019	30.16
					466.66 *
ESANITE TELECOMMUNICATION		SUPPLIES & OTHER OPERATING EXP	465195550	9/01/2019	24.73
					24.73 *
VERIZON WIRELESS		EQUIPMENT	9837283207	9/02/2019	20.01
					20.01 *
		TOTAL			511.40

DEPT # - 03300 *COMMUNITY CORRECTIONS: PRETRIAL*

COMMUNITY CORRECTIONS: PRETRIAL

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE	DATE	AMOUNT
THERESSA CLARENCE		TRAVEL & SUBSISTENCE	TRAVEL V 09/19	9/11/2019	41.76
LINDA MACLIN		TRAVEL & SUBSISTENCE	TRAVEL V 09/19	9/18/2019	122.87
SUSAN GREENE		TRAVEL & SUBSISTENCE	TRAVEL V 09/19	9/18/2019	71.86
COMMUNHEALTH OCCUPATIONAL		TRAVEL & SUBSISTENCE	930706	9/25/2019	200.00
LINDA HARRY		TRAVEL & SUBSISTENCE	TRAVEL V 09/19	9/11/2019	30.16
					466.65 *
ESANITE TELECOMMUNICATION		SUPPLIES & OTHER OPERATING EXP	465195550	9/01/2019	24.72
					24.72 *
VERIZON WIRELESS		EQUIPMENT	9837283207	9/02/2019	20.00
					20.00 *
		TOTAL			511.37

1,022.77

FUND TOTAL

ACCOUNTS PAYABLE LIST
COUNTY OF GREENSVILLE
DEPT # - 094100 MUNICIPAL CAPITAL PROJECTS**

FROM DATE-10/07/2019
TO DATE- 10/08/2019
FUND # - 075 MAJOR CAPITAL PROJECTS**

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$\$ PAY \$\$\$
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DEPT # - 094100 MUNICIPAL CAPITAL PROJECTS**

MUNICIPAL CAPITAL PROJECTS**
ELIADAS & ELIADAS, P.C. ADMIN: SCHOOL CONTRACT

5033	8/27/2019	500.00
		500.00 *
TOTAL		500.00

DEPT # - 098300 MAJOR OFFICE BUILDINGS**

MAJOR OFFICE BUILDINGS**

DAVIES BAILEY & ASSOCIATE
MAJ: ADST'L EXPENSES
DAVIES BAILEY & ASSOCIATE
MAJ: ADST'L EXPENSES

4147	9/10/2019	1,400.00
4140	9/16/2019	625.50
		2,025.50 *

R. F. HENERTON, INC. CONSTRUCTION

APP # 10 555	9/19/2019	303,819.00
		303,819.00 *

SLAYTON & CLARY PROF. SERVICES-LEGAL

15567	9/20/2019	722.00
		722.00 *
TOTAL		306,566.50

DEPT # - 098500 SHERIFF'S OFFICE EXPANSION**

SHERIFF'S OFFICE EXPANSION**

DAVIES BAILEY & ASSOCIATE MAJ: ADST'L EXPENSES

4149	9/16/2019	147.50
		147.50 *

R. F. HENERTON, INC. CONSTRUCTION

APP # 9 555	9/19/2019	43,951.00
58340	1/22/2019	11,547.84
58340	1/22/2019	11,547.84
58340	1/22/2019	11,547.84
58342	1/22/2019	1,466.35
58342	1/22/2019	1,466.35
58342	1/22/2019	1,466.35
702010073-1	9/09/2019	56,945.19 *
		99,929.89
		99,929.89 *
TOTAL		157,022.58

HECKLERBURG ELECTRIC CORP CONSTRUCTION

FUND TOTAL		464,089.08
TOTAL DUE		894,935.44

HECKLERBURG ELECTRIC CORP CONSTRUCTION

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HECKLERBURG ELECTRIC CORP CONSTRUCTION

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HECKLERBURG ELECTRIC CORP CONSTRUCTION

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HECKLERBURG ELECTRIC CORP CONSTRUCTION

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RADIO COMMUNICATIONS OF EQUIPMENT

Approved

Signed Quinn Whitley Title Finance Manager Date 10/1/2019

10/01/2019 FROM DATE- 10/07/2019 ACCOUNTS PAYABLE CHECKS
TO DATE- 10/08/2019 COUNTY OF GREENSVILLE

FUND NO.	DESCRIPTION	\$\$\$ PAY \$\$\$
001	**GENERAL FUND EXPENDITURES**	5367,818.03
002	**PUBLIC TRANSPORTATION**	54,970.11
010	**GREENSVILLE FIRE DEPT EXPENSES**	510,987.53
012	**FIRE**	512,738.74
017	**PUBLIC WORKS**	531,511.18
018	**CORR. CORRECTIONS ACT GRANT**	51,022.77
075	**CAPITAL PROJECTS**	5464,087.08
	TOTAL	894,935.44

**RESOLUTION #20-38
MEMORANDUM OF UNDERSTANDING
AMERICAN RED CROSS**

WHEREAS, Staff is requesting to define the working relationship between the American Red Cross and the Emergency Service Agencies of the County of Greenville; and

WHEREAS, the duties of the Emergency Service Agencies of the County of Greenville is to prepare for, respond to and recover from, emergencies and disasters; and

WHEREAS, Staff feels this MOU provides the broad framework for cooperation and support between the American Red Cross and the Emergency Service Agencies of the County of Greenville; and

WHEREAS, Russell O. Slayton, Jr., County Attorney, has reviewed said MOU and authorized the County Administrator to sign the MOU.

NOW, THEREFORE, BE IT RESOLVED the Greenville County Board of Supervisors authorizes Staff to enter into the MOU with the American Red Cross.

Michael W. Ferguson, Chairman
Greenville County Board of Supervisors

ATTEST:

Denise A. Banks, Clerk
Greenville County Board of Supervisors

Adopted this 7th day of October, 2019.

Memorandum of Understanding

Between

The American Red Cross

and

County of Greenville, Virginia

MOU Between The American Red Cross and County of Greenville, Virginia

I. Purpose

The purpose of this Memorandum of Understanding ("MOU") is to define a working relationship between The American Red Cross (hereinafter "Red Cross") and County of Greenville, Virginia, its lead Emergency Management agency and other departments, agencies, and offices in preparing for, responding to, and recovering from emergencies and disasters. This MOU provides the broad framework for cooperation and support between the Red Cross and the Emergency Services Department in assisting individuals, families and communities who have been or could be impacted by a disaster or an emergency. It also provides the descriptions of readiness and response activities, such as planning, training, exercising and resourcing, and the clarification of roles and responsibilities of the Red Cross and the County of Greenville, Virginia to the community and other agencies.

II. Parties

County of Greenville, Virginia

B. American Red Cross

1. Services to help people prepare for, respond to, and recover from disasters

Founded in 1881, the Red Cross is the nation's premier nonprofit disaster management organization. As part of a worldwide movement that offers neutral and impartial humanitarian care, the Red Cross is a nongovernmental organization that mobilizes communities to aid people affected by or at risk of disasters with the aim of preventing and alleviating suffering. The Red Cross provides disaster cycle services without regard to race, color, national origin, religion, gender, age, disability, sexual orientation, citizenship or veteran status. It follows the Fundamental Principles of the International Red Cross and Red Crescent Movement. The Red Cross is closely integrated into community preparedness, response, and recovery efforts, including those of federal, tribal, state and local government and other nongovernmental organizations. Our goal is to work with multi-sector partners to help individuals, families, and communities prepare for, respond to, and recover from natural and manmade disasters of all sizes.

The Red Cross provides disaster cycle services pursuant to its Bylaws and other internal policies and procedures as well as its Congressional Charter (USC 36 §300101-300111). In the Charter, Congress authorized the Red Cross "to carry out a system of national and international relief in time of peace, and apply that system in mitigating the suffering caused by pestilence, famine, fire, floods, and other great national calamities, and to devise and carry out measures for preventing those calamities."

MOU Between The American Red Cross and County of Greenville, Virginia

a. Preparedness

The Red Cross vision for preparedness is that we, together with community leaders, partners and other stakeholders have built community capacity and capability to survive, to minimize suffering and to recover quickly after a disaster or emergency; and that together we have made preparedness a cultural norm all across the nation. The components for achieving this vision include:

- ☐ • *Assessing community hazards, priority risks, needs and asset;*
- ☐ • *Engaging the community in preparedness (e.g. Home Fire Campaign);*
- ☐ • *Enabling individuals and families and organizations to take preparedness actions;*
- ☐ • *Leveraging our national network of volunteers and our ability to engage partners in direct preparedness actions within communities nationwide;*
- ☐ • *Working with social service organizations and schools to help them, their clients and students survive and recover quickly from a disaster;*
- ☐ • *Reinforcing preparedness for people and organizations who have taken preparedness actions.*

b. Response

The Red Cross vision for response is to alleviate human suffering in the face of emergencies by mobilizing and organizing community resources to meet the immediate life-sustaining needs of individuals, families and communities affected by disaster; to lay the groundwork for long-term recovery; and to build resilience for future events.

The range of services necessary to achieve this vision will vary based on the needs of those affected and the scale of the disaster. Additionally, there is often overlap between the provision of response and recovery services. The blending of the two processes is necessary for seamless service to individuals, families and communities. Response services most commonly include:

- ☐ • *Home Fire Response Services*
- ☐ • *Sheltering*
- ☐ • *Feeding*
- ☐ • *Health Services*
- ☐ • *Mental Health Services*
- ☐ • *Spiritual Care Services*
- ☐ • *Reunification*
- ☐ • *Distribution of Relief Supplies*
- ☐ • *Information & Referrals*

MOU Between The American Red Cross and County of Greenville, Virginia

c. Recovery

The Red Cross vision for recovery is to provide a standard and scalable set of services that align with available resources to bridge the gaps between client resources and serious human needs and that result in a similar set of assistance for similarly situated clients. Recovery services most commonly include:

- ☐ • *Community Recovery Strategy Development*
- ☐ • *Casework/Recovery Planning*
- ☐ • *Direct Client Assistance*
- ☐ • *Community Preparedness & Resiliency Building*

2. Services related to the National Response Framework

The Red Cross is a co-lead for the mass care component of Emergency Support Function (ESF) #6 of the National Response Framework (NRF). In this role, the Red Cross engages in a variety of activities to support states in their planning, coordinating and executing of mass care programs and strategies. The Red Cross also takes a leadership role in working with other non-governmental organizations and private companies that provide services during a disaster. Additionally, the Red Cross is a support agency to other ESFs – including ESF-8 and ESF-15 – in the NRF.

3. Services related to the National Recovery Framework

The Red Cross is among the supporting organizations for three Recovery Support Functions: Community Planning and Capacity Building; Health and Social Services; and, Housing. In these roles, the Red Cross engages at the headquarters level, as well as at the Federal Emergency Management Agency (FEMA) regional level, to provide insight and assistance in planning by drawing on Red Cross experience and representing the perspective of non-governmental organizations and private entities that provide recovery services.

4. Organization

The Red Cross is chartered by the United States Congress to provide humanitarian services. Its national headquarters, located in Washington, D.C., is responsible for implementing policies and procedures that govern Red Cross activities and provides administrative and technical oversight and guidance to its 62 regions in seven divisions. Each region has certain authority and responsibility for carrying out Red Cross disaster preparedness, response and recovery activities, delivering local Red Cross services, and meeting corporate obligations within the territorial jurisdiction assigned to it. Each region is familiar with the hazards of the locality and surveys local resources for personnel, equipment, supplies, transportation, emergency communications, and facilities available for disaster relief. Regions also formulate cooperative plans and procedures with local government agencies and private organizations for relief activities should a disaster occur.

Through its nationwide network, the Red Cross coordinates its total resources for use in large disasters. In order to provide these services, the Red Cross will work with federal, tribal, state and/or local government for

MOU Between The American Red Cross and County of Greenville, Virginia

assistance and collaboration.

III. Cooperative Actions

The Red Cross recognizes the authority assigned to city mayors, parish presidents, borough presidents, county judges, and other local county officials of County of Greenville, Virginia and will share operating plans, priorities and objectives with the delegated emergency management staff of the local jurisdiction.

The County of Greenville, Virginia recognizes the national level roles and responsibilities designated to the Red Cross in the October 22, 2010 Memorandum of Agreement between FEMA and Red Cross.

The County of Greenville, Virginia recognizes the Red Cross as having mass care responsibility in domestic disasters and when activated, authorizes and will support and coordinate with the Red Cross in the execution of these duties.

The Red Cross and the Emergency Services Department will coordinate their respective disaster cycle activities to maximize services to the community and avoid duplication of efforts in the following ways:

1. Explore ways to align business and operational processes and programs across the disaster cycle in an effort to make a more seamless disaster preparedness, response, and recovery experience for residents of the County of Greenville, Virginia.
2. Coordinate mutual activation of no-notice events through the established 24 hour notification point of contact and develop joint Standard Operating Procedures for ongoing communications, including use of electronic technology, radio communications, and other emergency coordination protocols.
3. Maintain close coordination, liaison activities, and support at all levels with conferences, meetings, and other means of communication. Include a representative of the other party in appropriate committees, planning groups and task forces formed to mitigate, prepare for, respond to, and recover from disasters and other emergencies.
4. During a disaster or emergency situation, the Red Cross will, at the request of the Emergency Services Department provide liaison personnel to the Emergency Services Department Emergency Operations Center. The Emergency Services Department will provide facility access and identification, work space, and, whenever possible, other required support, such as a computer, e-mail access and a designated phone line for the Red Cross liaison personnel assigned to the Emergency Operations Center.
5. The Emergency Services Department will support the Red Cross in the use of the National Shelter System (NSS) and the Red Cross will coordinate shelter information sharing and reporting with the Emergency Services.
6. The Emergency Services Department will facilitate the Red Cross use of facilities for shelters and service delivery sites wherever possible. The terms and conditions of such use will be set forth in a separate agreement.

MOU Between The American Red Cross and County of Greenville, Virginia

7. During disasters and emergencies, keep each other informed of the human needs created by the events and the services they are providing. Share current data regarding disasters, to include risk and hazard analysis, statistical information, social media verifications, historical information, emerging needs and trends, damage assessments, declarations, and service delivery plans.
8. Work together to develop plans, revise planning annexes, and identify resources to facilitate delivery of services to people with disabilities or other access and functional needs during a disaster.
9. Actively participate in reviewing and carrying out responsibilities outlined in the local emergency operations plans.
10. Both parties will ensure, to the fullest extent possible, that disaster operations within the County of Greenville, Virginia will be as accessible as possible to people with disabilities or other access and functional needs, based on the American with Disabilities Act and related federal, state and local laws.
11. Prior to and during the time of disaster, keep the public informed of cooperative efforts through the public information offices of the Red Cross and the Emergency Services Department and explore opportunities for collaboration to provide community, family, and citizen disaster preparedness within the County of Greenville, Virginia.
12. The Emergency Services Department recognizes that the Red Cross is dependent upon voluntary public financial donations. In accordance with applicable laws and regulations, the Emergency Services Department will support the Red Cross in locating and acquiring necessary resources in an emergency including a response to formal resource requests. Both parties will work together, as appropriate, to identify local sourcing solutions that expand disaster capabilities and enhance community resilience.
13. Both parties agree not to use or display any trademarks of the other without first receiving the express written permission to do so; however, the use of the trademarks of the other party is permitted for internal meeting notes and plans that are not publicly distributed and used during the normal course of business related to the purpose of the MOU. If either party desires to use the intellectual property of the other, the "requesting party" should submit the proposed promotional/marketing materials, press releases, website displays or otherwise proposed use of the trademarks to the "owning party" for review in advance of dissemination or publication.
14. The Red Cross will support the Emergency Services Department in integrating the efforts of the non-governmental organizations (NGOs) and Voluntary Organizations Active in Disaster (VOAD) that provide mass care services (e.g. Mass Care Feeding Task Forces) during disaster response operations.
15. Make training, educational and other developmental opportunities available to the other party's personnel and explore joint training and exercises. Encourage all staff and volunteers to engage in training (e.g. ICS 300 and 400), exercises, and disaster response activities, as appropriate.
16. Widely distribute this MOU within the Red Cross and the Emergency Services Department and administrative offices and urge full cooperation.

MOU Between The American Red Cross and County of Greenville, Virginia

17. [Add other mutual commitments and applicable policies relating to readiness and periods of operational response to emergencies and disasters.]

IV. Periodic Review

The parties will, on an annual basis, on or around the anniversary date of this MOU, jointly evaluate their progress in implementing this MOU and revise and develop new plans, attachments or goals as appropriate. Both parties should notify the other if primary points of contact change.

V. Term and Termination.

This MOU is effective as of _____. It expires on [DATE NO LATER THAN FIVE YEARS AFTER EFFECTIVE DATE]. Six months prior to expiration, the parties will meet to review the progress and success of the cooperative effort. In connection with such review, the parties may decide to extend this MOU for an additional period not exceeding five years, and if so shall confirm this in a signed writing. This MOU may be terminated by written notification from either party to the other at any time and for any or no reason.

VI. Miscellaneous

This MOU does not create a partnership, a joint power agreement, or a joint venture and does not create any financial commitments from one party to the other. Neither party has the authority to bind the other to any obligation. It is not intended that this MOU be enforceable as a matter of law in any court or dispute resolution forum. The sole remedy for non-performance under this MOU shall be termination, with no damages or penalty.

MOU Between The American Red Cross and County of Greenville, Virginia

Signature Page

Emergency Services Department

The American Red Cross

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

Contact information

Telephone: _____

E-mail: _____

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

Contact information

Telephone: _____

E-mail: _____



Facility Use Agreement

The American National Red Cross ("Red Cross"), a non-profit corporation chartered by the United States Congress, provides services to individuals, families and communities when disasters strike. The disaster relief activities of the Red Cross are made possible by the American public who support the Red Cross with generous donations. The Red Cross's disaster services are also supported by facility owners who permit the Red Cross to use their buildings as shelters and other service delivery sites for disaster victims. This agreement is between the Red Cross and a facility owner ("Owner") so the Red Cross can use the facility to provide services during a disaster. This agreement only applies when Red Cross requests use of the facility and is managing the activity at the facility.

Parties and Facility

Owner:

Full Name of Owner	
Address	
24-Hour Point of Contact Name and Title Work Phone Cell Phone	
Address for Official Notices (only if different from above address)	

Red Cross:

Chapter Name	
Chapter Address	
24-Hour Point of Contact Name and Title Work Phone Cell Phone	
Address for Official Notices	American Red Cross, Disaster Cycle Services Logistics, 8550 Arlington Blvd., Fairfax, VA 22031

Facility:

Insert name and complete street address of building or, if multiple buildings, write "See attached facility list," and attach facility list, including complete street address of each building that is part of this agreement. If the Red Cross will use only a portion of a building, then describe the portion of the building that the Red Cross will use.

Terms and Conditions

1. Use of Facility: Upon request and if feasible, Owner will permit the Red Cross to use and occupy the Facility on a temporary basis to conduct emergency, disaster-related activities. The Facility may be used for the following purposes (both parties must initial all that apply):

Facility Purpose	Owner Initials	Red Cross Initials
Service Center (Operations, Client Services, or Volunteer Intake)		
Storage of supplies		
Parking of vehicles		
Disaster Shelter		

2. Facility Management: The Red Cross will designate a Red Cross official to manage the activities at the Facility ("Red Cross Manager"). The Owner will designate a Facility Coordinator to coordinate with the Red Cross Manager regarding the use of the Facility by the Red Cross.
3. Condition of Facility: The Facility Coordinator and Red Cross Manager (or designee) will jointly conduct a survey of the Facility before it is turned over to the Red Cross. They will use the first page of the Red Cross's **Facility/Shelter Opening/Closing Form** to record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment in the Facility that the Red Cross should not use. The Red Cross will exercise reasonable care while using the Facility and will not modify the Facility without the Owner's express written approval.
4. Food Services (*This paragraph applies only when the Facility is used as a shelter or service center.*): Upon request by the Red Cross, and if such resources are available, the Owner will make the food service resources of the Facility, including food, supplies, equipment and food service workers, available to feed the shelter occupants. The Facility Coordinator will designate a Food Service Manager to coordinate meals at the direction of and in cooperation with the Red Cross Manager. The Food Service Manager will establish a feeding schedule and supervise meal planning and preparation. The Food Service Manager and Red Cross Manager will jointly conduct a pre-occupancy inventory of the food and food service supplies before the Facility is turned over to the Red Cross. When the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator or Food Service Manager will conduct a post-occupancy inventory of the food and supplies used during the Red Cross's activities at the Facility.
5. Custodial Services (*This paragraph applies only when the Facility is used as a shelter or service center.*): Upon request of the Red Cross and if such resources are available, the Owner will make its custodial resources, including supplies and workers, available to provide cleaning and sanitation services at the Facility. The Facility Coordinator will designate a Facility Custodian to coordinate these services at the direction of and in cooperation with the Red Cross Manager.
6. Security/Safety: In coordination with the Facility Coordinator, the Red Cross Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any security and safety issues at the Facility.
7. Signage and Publicity: The Red Cross may post signs identifying the Facility as a site of Red Cross operations in locations approved by the Facility Coordinator. The Red Cross will remove such signs when the Red Cross concludes its activities at the Facility. The Owner will not issue press releases or other publicity concerning the Red Cross's activities at the Facility without the written consent of the Red Cross Manager. The Owner will refer all media questions about the Red Cross activities to the Red Cross Manager.

8. **Closing the Facility:** The Red Cross will notify the Owner or Facility Coordinator of the date when the Red Cross will vacate the Facility. Before the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator will jointly conduct a post-occupancy inspection, using the second page of the *Shelter/Facility Opening/Closing Form*, to record any damage or conditions.
9. **Fee** (*This paragraph does not apply when the Facility is used as a shelter. The Red Cross does not pay fees to use facilities as shelters.*): Both parties must initial one of the two statements below:
- Owner will not charge a fee for the use of the Facility.
Owner initials: _____ Red Cross initials: _____
 - The Red Cross will pay \$_____ per day/week/month (circle one) for the right to use and occupy the Facility. Owner initials: _____ Red Cross initials: _____
10. **Reimbursement:** Subject to the conditions in paragraph 10(e) below, the Red Cross will reimburse the Owner for the following:
- Damage to the Facility or other property of Owner*, reasonable wear and tear excepted, resulting from the operations of the Red Cross. Reimbursement for facility damage will be based on replacement at actual cash value. The Red Cross, in consultation with the Owner, will select from bids from at least three reputable contractors. The Red Cross is not responsible for storm damage or other damage caused by the disaster.
 - Reasonable costs associated with custodial and food service personnel and supplies* which would not have been incurred but for the Red Cross's use of the Facility. The Red Cross will reimburse at per-hour, straight-time rate for wages actually incurred but will not reimburse for (i) overtime or (ii) costs of salaried staff.
 - Reasonable, actual, out-of-pocket costs for the utilities indicated below*, to the extent that such costs would not have been incurred but for the Red Cross's use of the Facility. (Both parties must initial all utilities that may be reimbursed by the Red Cross):
- | | Owner Initials | Red Cross Initials |
|----------------|----------------|--------------------|
| Water | | |
| Gas | | |
| Electricity | | |
| Waste Disposal | | |
- The Owner will submit any request for reimbursement to the Red Cross within 60 days after the occupancy of the Red Cross ends. Any request for reimbursement must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked.
 - If the disaster is a Federally-declared disaster and Owner is a municipal or state government entity, then the Owner will work with appropriate emergency management agencies to seek cost reimbursement through the Federal Emergency Management Agency's program for administering Public Assistance Category B under the Robert T. Stafford Act. The Red Cross is not obligated to reimburse the Owner for costs covered by Public Assistance Category B.
11. **Insurance:** The Red Cross shall carry insurance coverage in the amounts of at least \$1,000,000 per occurrence for Commercial General Liability and Automobile Liability. The Red Cross shall also carry Workers' Compensation coverage with statutory limits for the jurisdiction within which the facility is located and \$1,000,000 in Employers' Liability.



Facility Use Agreement

12. Indemnification: The Red Cross shall defend, hold harmless, and indemnify Owner against any legal liability, including reasonable attorney fees, in respect to claims for bodily injury, death, and property damage arising from the negligence of the Red Cross during the use of the Facility.
13. Term: The term of this agreement begins on the date of the last signature below and ends 30 days after written notice by either party.

The American National Red Cross

Owner (Legal Name)

(Legal Name)

By (Signature)

By (Signature)

Name (Printed)

Name (Printed)

Title

Title

Date

Date

Shelter Support Worksheet

☐ Red Cross Managed Shelter ☐ Partner-managed Shelter

Point of Contact (POC) Information	
Partner	Red Cross
Agency Name:	Region Name:
POC Name:	POC Name:
Email:	Email:
Phone:	Phone:

Partner Agency	Red Cross	Support Provided to Sheltering Operation
		Provide Pre-Disaster Training:
		Psychological First Aid
		Shelter Fundamentals
		Disaster Services Overview Module 1
		Serving Individuals with Access and Functional Needs
X	X	Adhere to Code of Conduct*
X	X	Adhere to Fundamental Principles*
		Provide deployment support for staff
		Provide supplies and equipment
		Provide staff who are willing to serve as Red Cross volunteers in the shelter
		Provide payment for staff wages
		Provide subject matter expertise
		Participate in multi-agency coordination
		Provide signage/logos
		Provide financial assistance for shelter operation costs
		Provide shelter population and meal counts
		Provide situational awareness regarding the disaster
		Return equipment and supplies in agreed-upon condition
		Provide operational summary at agreed upon intervals
		Provide a niche service within area of expertise:
		Security
		Childcare
		Health Services
		Assistance with Activities of Daily Living
		Pet Sheltering
		Feeding
		Communication/ Internet Provider
		Custodial Services
		Transportation
		Facility
		Water




**American
Red Cross**

Facility Use Agreement

COUNTY OF GREENSVILLE
BUILDING AND PLANNING DEPARTMENT

TO: The Honorable Board of Supervisors

FROM: Linwood E. Pope, Jr. 

RE: Washington Park Phase VI Pre-Contract Activities
Procurement of Project Engineer

DATE: October 1, 2019

As a part of the 90-day pre-contract activities for the Washington Park Phase VI CDBG Projects, the County must procure a consulting engineer for the project and must complete an updated Environmental Review Record (ERR). Typically, the County is required to go through the RFP process to procure a project engineer for each phase. DHCD is allowing the County to utilize the existing contract between the GCWSA and B&B Consultants for the WP Phase VI Project since the services were procured in accordance with the Virginia Procurement Act.

Attached is the addendum to the existing contract between GCWSA and B & B Consultants. Staff is requesting permission for the County Administrator to sign the contract addendum contingent upon a positive review by the county attorney.

LEP, Jr./tcp

Attachment

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of October 7, 2019 ("Effective Date") between
Greensville County, Virginia ("Owner") and
B & B Consultants, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
Washington Park Community Improvement Project, Phase VI ("Project").

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows: Preparation of final plans, specifications, and bid documents for the construction of drainage and roadway improvements for the Washington Park Phase VI Infrastructure Improvements, Emporia, Virginia, as outlined in the Preliminary Engineering Report (PER) by B & B Consultants, Inc., revised date March 2019 and further described here below:

- Topographic survey of project area including location of VDOT right-of-way and personal property lines
- Preparation of easement exhibits
- Design of :
 - Approximately 580 LF of 24" RCP Storm Sewer Piping and two drop inlets
 - Approximately 420 LF of VDOT CG-6 Curb and Gutter
 - Approximately 54 LF of VDOT CG-9D Concrete Entrance
 - Approximately 360 Sq. Yd. of Concrete Sidewalk
 - Approximately 1,325 LF of Ditch Regrading along the North side of Moton Street and west side of Easter Street
 - Approximately 72 LF of 15" RCP Driveway Culvert and 120LF of 18" RCP Driveway Culvert
 - Pavement Section of Moton Street
 - Erosion & Sediment Control Plan
 - VDOT Traffic Control Plan

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer’s services;
 - 2. the presence at the Site of any Constituent of Concern; or
 - 3. any relevant, material defect or nonconformance in: (a) Engineer’s services, (b) the Work, (c) the performance of any Constructor, or (d) Owner’s performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s services is impaired, or Engineer’s services are delayed or suspended, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer’s services, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer’s performance of its services.

- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 60 days of receipt.

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 60 days after receipt of Engineer's invoice, then:
 - 1. Engineer will be entitled to interest on all undisputed amounts due and payable at the rate of 0.5% per month (or the maximum rate of interest permitted by law, if less), from said 60th day; and
 - 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. However, Engineer shall not have the right to suspend services under this Agreement as a result of Owner challenging any invoice submitted to it for payment. Instead, Engineer shall continue its work on the project until any disputed amount is resolved.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. *Compliance with Laws and Regulations, and Policies and Procedures:*

1. Engineer and Owner shall comply with applicable Laws and Regulations.
2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- ~~C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or~~

~~represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.~~

- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.

D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

~~E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project related contracts to secure waivers of rights consistent with those set forth in this paragraph.~~

F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

1. For cause,

- a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for

Additional Services as set forth in Exhibit C. Engineer shall be entitled to reimbursement for any such costs it incurs after the effective date of termination if Engineer can establish that such cost were unavoidable.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**

~~B. **Indemnification by Owner:** Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, "Limitations of Liability."~~

~~C. **Environmental Indemnification:** To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.~~

D. **No Defense Obligation:** The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

~~E. **Percentage Share of Negligence:** To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.~~

~~F. **Mutual Waiver:** To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.~~

6.12 *Records Retention*

A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

A. **Notices:** Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. **Survival:** All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

- C. *Severability*: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver*: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims*: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 - 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 - 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 - 4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 - 5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 - 6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
 - 7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both;

contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.

27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. **NOT USED**
- E. Exhibit E, Notice of Acceptability of Work.
- F. Exhibit F, Construction Cost Limit. **NOT USED**
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution. **NOT USED**
- I. Exhibit I, Limitations of Liability. **NOT USED**
- J. Exhibit J, Special Provisions. **NOT USED**
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or

canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: Greensville County, Virginia

Engineer: B & B Consultants, Inc.

By: _____
Print name: _____
Title: _____
Date Signed: _____

By: _____
Print name: Samuel P. Carroll, P.E.
Title: CEO/Managing Partner
Date Signed: _____

Engineer License or Firm's Certificate No. (if required):
046622
State of: Virginia

Address for Owner's receipt of notices:
1781 Greensville County Circle
Emporia, Virginia 23847

Address for Engineer's receipt of notices:
212 E. Ferrell Street – PO Box 429
South Hill, Virginia 23970

Designated Representative (Paragraph 8.03.A):
Linwood Pope, Jr.
Title: Planning Director
Phone Number: 434-348-4205
E-Mail Address: lpope@greensvillecountyva.gov

Designated Representative (Paragraph 8.03.A):
Brittany Garnett, P.E.
Title: Engineer
Phone Number: 434-447-7621
E-Mail Address: bgarnett@bandbcons.com

This is **EXHIBIT A**, consisting of 16 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated October 7, 2019.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase COMPLETED PREVIOUSLY – NOT PART OF THIS PROJECT

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions: [] *[List the specific potential solutions here.]*
 - b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.
 - c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify [] *[insert specific number]* alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.
2. Identify potential solution(s) to meet Owner's Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.
4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.

6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.
7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.
8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.
9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."
11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.
12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.
13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
14. Perform or provide the following other Study and Report Phase tasks or deliverables:
[] *[List any such tasks or deliverables here.]*
15. Furnish [] review copies of the Report and any other Study and Report Phase deliverables to Owner within [] days of the Effective Date and review it with Owner. Within [] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
16. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish [] copies of the revised Report and

Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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any other Study and Report Phase deliverables to the Owner within [] days of receipt of Owner's comments.

- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 *Preliminary Design Phase*

- A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:
1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
 2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
 3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
 4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
 5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
 6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
 7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
 9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
None
 10. Furnish two(2) review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within 60 days of authorization to proceed with this phase, and review them with Owner. Within 10 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
 11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner two (2) copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 20 days after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such

authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
 6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
 8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 9. Perform or provide the following other Final Design Phase tasks or deliverables:
None
 10. Furnish for review by Owner, its legal counsel, and other advisors, two (2) copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within 60 days of authorization to proceed with the Final Design Phase, and review them with Owner. Within 10 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit two final copies of such documents to Owner within 20 days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
 - 1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 - 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
 - 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 - 4. Consult with Owner as to the qualifications of prospective contractors.
 - 5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 - 6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
 9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables: None
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 Construction Phase

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 2. *Resident Project Representative (RPR):* ~~DELETED – To be provided by County Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.~~
 3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.
 4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
 5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data,

drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.

6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or

procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
19. *Inspections and Tests:*
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information

and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables: None
 25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
 26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
 3. Perform or provide the following other Post-Construction Phase tasks or deliverables: None

- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
 5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
 7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering

and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

- c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
- 8. Furnishing services of Consultants for other than Basic Services.
 - 9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
 - 10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
 - 11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
 - 12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
 - 13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
 - 14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
 - 15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
 - 16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total

Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or

obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated October 7, 2019.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

- B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:
- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
 - B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
 - C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
 - D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - 3. Utility and topographic mapping and surveys.

4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.

- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following: None

This is **EXHIBIT C**, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated October 7, 2019.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-1: Basic Services – Lump Sum

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
1. A Lump Sum amount of \$36,326 based on the following estimated distribution of compensation:

a. Study and Report Phase	\$NA
b. Preliminary Design Phase	\$12,714
c. Final Design Phase	\$12,714
d. Bidding and Negotiating Phase	\$ 3,633
e. Construction Phase	\$ 6,538
f. Post-Construction Phase	\$ 727
 2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
 3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.
 4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses: None
 5. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the

billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

- B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding 12 months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

**COMPENSATION PACKET AS-1:
Additional Services – Standard Hourly Rates**

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

B. *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.1.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer.

C. *Other Provisions Concerning Payment for Additional Services:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.15.

2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

D. *Additional Engineering Services:*

1. **Additional Engineering Services to be performed by the Engineer for this project include preparing an Environmental Review Report (ER) for the lump sum cost of Six Thousand Five Hundred (\$6,500) Dollars.**

This is **Appendix 1 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated October 7, 2019.

Reimbursable Expenses Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

8"x11" Copies/Impressions	\$ 0.25/page
Blue Print Copies (24" x 36")	\$ 2.00/sheet
Mileage (auto)	\$ 0.50/mile
GPS Instrument	\$25/hour
Wooden Stakes	\$0.75/stake
Iron Pins	\$2.50/pin
Engineer's Consultants	Cost plus 15 percent

This is **Appendix 2 to EXHIBIT C**, consisting of 1
] pages, referred to in and part of the
**Agreement between Owner and Engineer for
Professional Services** dated October 7, 2019

Standard Hourly Rates Schedule

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.05 (Compensation Packet AS-1).

B. Schedule:

Hourly rates for services performed on or after the date of the Agreement are:

Professional Engineer – Level 1	\$135/hour
Professional Engineer – Level 2	\$110/hour
Professional Geologist	\$125/hour
Professional Soil Scientist	\$125/hour
Project Manager	\$100/hour
Environmentalist – Level 1	\$125/hour
Environmentalist – Level 2	\$100/hour
Environmentalist – Level 3	\$75/hour
Design Technician – Level 1	\$90/hour
Design Technician – Level 2	\$80/hour
Design Technician – Level 3	\$70/hour
CADD Technician – Level 1	\$70/hour
CADD Technician – Level 2	\$60/hour
CADD Technician - Level 3	\$50/hour
Lab Technician	\$50/hour
Professional Land Surveyor	\$75/hour
Survey Field Crew (portal to portal)	\$130/hour
Resident Representative	\$65/hour
Concrete Field Testing Technician (portal to portal/2 hr. minimum)	\$40/hour
Concrete Compressive Strength Testing (set of 4 cylinders)	\$60/hour

This is **EXHIBIT E**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated October 7, 2019.

NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To:

Owner

And To:

Contractor

From:

Engineer

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, and the following terms and conditions of this Notice:

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.

Exhibit E – Notice of Acceptability of Work.

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Page 1

3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated October 7, 2019.

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 Insurance

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
 - 1) Bodily injury, each accident: \$100,000
 - 2) Bodily injury by disease, each employee: \$100,000
 - 3) Bodily injury/disease, aggregate: \$500,000
- c. General Liability --
 - 1) Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - 2) General Aggregate: \$1,000,000
- d. Excess or Umbrella Liability --
 - 1) Per Occurrence: \$4,000,000
 - 2) General Aggregate: \$4,000,000
- e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):
\$1,000,000
- f. Professional Liability --
 - 1) Each Claim Made \$2,000,000
 - 2) Annual Aggregate \$2,000,000
- g. Other (specify): \$NA

2. By Owner:

- a. Workers' Compensation: Statutory

Exhibit G – Insurance.

b. Employer's Liability --

- | | |
|--|-------------|
| 1) Bodily injury, Each Accident | \$1,000,000 |
| 2) Bodily injury by Disease, Each Employee | \$1,000,000 |
| 3) Bodily injury/Disease, Aggregate | \$1,000,000 |

c. General Liability --

- | | |
|---|-------------|
| 1) General Aggregate: | \$2,000,000 |
| 2) Each Occurrence (Bodily Injury and Property Damage): | \$2,000,000 |

d. Excess Umbrella Liability

- | | |
|-----------------------|------|
| 1) Per Occurrence: | \$NA |
| 2) General Aggregate: | \$NA |

e. Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):

\$NA

f. Other (specify):

\$NA

B. Additional Insureds:

1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:

a. B & B Consultants, Inc.
Engineer

b. _____
Engineer's Consultant

c. _____
Engineer's Consultant

d. _____
[other]

2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.

3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

Exhibit G – Insurance.

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated October 7, 2019.

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- _____ Additional Services to be performed by Engineer
- _____ Modifications to services of Engineer
- _____ Modifications to responsibilities of Owner
- _____ Modifications of payment to Engineer
- _____ Modifications to time(s) for rendering services
- _____ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

Agreement Summary:

Original agreement amount:	\$ _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

Change in time for services (days or date, as applicable): _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

By: _____
Print
name: _____

Title: _____

Date Signed: _____

By: _____
Print
name: _____


Title: _____

Date Signed: _____

COUNTY OF GREENSVILLE

BUILDING & PLANNING DEPARTMENT

TO: Honorable Board of Supervisors

FROM: Lin Pope, Planning Director 

RE: 301 N. Sidewalk Bid results

DATE: September 16, 2019

In 2015 Greenville County applied for VDOT Transportation Alternative Funds (TAP) for the construction of a sidewalk that would start at the Greenville County Elementary School and would terminate at Crescent Road. The total project budget at that time was \$564,100 with TAP Funds accounting for 80% (\$451,280) and the County funds accounting for 20% (**\$112,820**) of the total project costs. The project was bid and the bids came in over budget. It was the County's intention to re-apply for additional TAP Funds this year to complete the project. In June of 2019, County Staff submitted a pre-application for additional VDOT TAP Funds.

VDOT recently rescinded TAP allocations from numerous localities that had not made any progress on projects. VDOT wishes to use these funds to complete projects that have started but lack adequate funding. VDOT recently reached out to the County concerning the 301 North Sidewalk Project, and offered these rescinded funds to enable the County to complete the construction of the sidewalk without having to apply for additional TAP Program Funds. VDOT worked with County staff to determine the project costs and arrived at a total project budget of \$832,615 (which would require an additional **\$41,828** in local funds). VDOT requested that the County bid the project as soon as possible to get an accurate estimate as to the amount of additional TAP Funds that would be required to complete the project.

The bid opening for the 301 N. Sidewalk project took place on September 6, 2019 at the Greenville County Government Center per the Advertisement for bids and issued addendum. Two bids were received and opened for the project as follows:

<u>Contractor</u>	<u>Total Lump Sum Bid</u>	<u>% Difference w/ Estimate</u>
Dewberry Estimate (CN Only)	\$551,022.50	
Dickens Construction Inc.	\$591,016.00	7.3%
Virginia Carolina paving Co.	\$627,175.00	13.8%

The bid documents received from the apparent low bidder, Dickens Construction were then sent to VDOT for their review and approval on Friday September 6. On Friday, September 13, VDOT informed the county staff that Dickens bid did not meet the Disadvantage Business Enterprise (DBE) requirements set forth by VDOT, therefore their bid was deemed non-responsive. VDOT authorized the County to proceed with selecting the next apparent low bidder (Virginia Carolina Paving Company) for award of the contract.

Virginia Carolina Paving Company's bid of \$627,175 will increase the local share of the project by **\$59,376**. The existing contingency built into the project will cover the cost difference in the bids. Therefore, VDOT can reduce the existing contingency and move forward with the project while staff works with VDOT in an effort to obtain additional TAP funds to cover 80% (\$47,500) of the additional \$59,376 cost.+.

VDOT is not requesting any formal approvals from the board tonight. VDOT is simply seeking a verbal commitment from staff that the Board wished to continue and pursue the project.

Summary of Local Share (20%):

FY20 Local Share committed by Resolution:	112,820(based on 2017 budget)	
Additional Local Share based on new budget:	41,828	41,828
Additional Local Share based on Bid	<u>59,376(100%)</u>	<u>11,875(20%)</u>
	101,204	53,703

Update: October 1, 2019

Staff was informed by Marci Thompson of VDOT that the CTB approved additional TAP Funding for the project that will cover 80% of the project costs. The County Board of Supervisors previously appropriated \$112,820 in local funds as its 20% match. In order for the project to move forward the County must commit an additional \$53,703 in local funds to meet its 20% required match. Should the Board wish to move forward with the project, the Board must authorize a fund balance transfer in the amount of \$53,703 and must also authorize the County Administrator to sign VDOT Form Appendix A (see attached).

Appendix A, Revision 3

Date: 9/26/2019

Project Number: EN12-040-738, P101, C501 UPC: 103584 CFDA # 20.205 Locality: Greensville County

Project Location ZIP+4: 23847-6347	Locality DUNS # 010042968	Locality Address (incl ZIP+4): 1781 Greensville County Circle Emporia, VA 23847-6347
------------------------------------	---------------------------	--

Project Narrative

Work Description:	Complete construction of Hwy 301 North Sidewalk Project	
From:	Crescent Road	
To:	Greensville County Elementary School	
Locality Project Manager Contact Info:	Linwood E. Pope, Jr. 434-348-4232	lpope@greensvillecountyva.gov
Department Project Coordinator Contact Info:	Marci Thompson 757-956-3093	marci.thompson@vdot.virginia.gov

Project Estimates

	Preliminary Engineering	Right of Way and Utilities	Construction	Total Estimated Cost
Estimated Locality Project Expenses	\$78,820		\$733,795	\$812,615
Estimated VDOT Project Expenses	\$10,000		\$10,000	\$20,000
Estimated Total Project Costs	\$88,820	\$0	\$743,795	\$832,615

Project Cost and Reimbursement

Phase	Estimated Project Costs	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount	Maximum Reimbursement (Estimated Cost - Local Share)	Estimated Reimbursement to Locality (Max. Reimbursement - Est. VDOT Expenses)
Preliminary Engineering	\$88,820	Transportation Alternatives	20%	\$17,764	\$71,056	
Total PE	\$88,820			\$17,764	\$71,056	\$81,056
Right of Way & Utilities						
Total RW	\$0					\$0
Construction	\$743,795	Transportation Alternatives	20%	\$148,759	\$595,036	
Total CN	\$743,795			\$148,759	\$595,036	\$585,036
Total Estimated Cost	\$832,615			\$166,523	\$666,092	\$646,092

Total Maximum Reimbursement by VDOT to Locality (Less Local Share)

\$666,092

Estimated Total Reimbursement by VDOT to Locality (Less Local Share and VDOT Expenses)

\$646,092

Project Financing

Transportation Alternatives	Transportation Alternatives Local Match				Aggregate Allocations
\$666,092	\$166,523				\$832,615

Program and Project Specific Funding Requirements

- This Project shall be administered in accordance with VDOT's Locally Administered Projects Manual and Transportation Alternatives Program Guide.
- In accordance with Chapter 12.1.3 (Scoping Process Requirements) of the LAP Manual, the locality completed project scoping on 5/21/2018.
- This is a limited funds Project. Financing of any eligible costs in excess of \$666,092 and all ineligible costs as determined by the DEPARTMENT pursuant to the DEPARTMENT's current policy and procedure in administration of the Transportation Alternatives Program Guide will be borne 100% percent by the LOCALITY.
- All local funds included on this appendix have been formally committed by the local government's board or council resolution subject to appropriation.
- Eligible VDOT Project expenses will be recovered as follows: 80% will be deducted from the federal allocation and 20% will be deducted from reimbursement requests.
- The DEPARTMENT will conduct all environmental studies necessary to complete an environmental document in compliance with the National Environmental Policy Act. The LOCALITY is responsible for implementing any environmental commitments from the environmental document. In addition, the LOCALITY is responsible for obtaining any water quality permits and conducting any required hazardous materials due diligence efforts. VDOT's estimated cost for the environmental document and studies will be provided to the LOCALITY and deducted from the Project funds.
- For Transportation Alternatives (TA) Projects, the LOCALITY shall maintain the Project or have it maintained in a manner satisfactory to the DEPARTMENT for its useful life and make ample provisions each year for such maintenance unless otherwise agreed to by the DEPARTMENT. Failure to do so, or the sale of a TA funded improvement prior to the expectations as identified in the TA Guide, may require repayment of federal funds.
- In accordance with CTB policy, the Project must be under construction by 1/23/2020 or the federal Transportation Alternatives (TA) funding may be subject to de-allocation.
- This Appendix A supersedes all previous versions signed by VDOT and the LOCALITY.

This attachment is certified and made an official attachment to this document by the parties to this agreement.

Authorized Locality Official

Date

Authorized VDOT Official

Date

Typed or printed name of person signing

Revised: February 1, 2019

Typed or printed name of person signing

RESOLUTION #20-39
DETERMINATION TO PROCURE GOODS AND NONPROFESSIONAL SERVICES
BY COMPETITIVE NEGOTIATION – DEBRIS REMOVAL

WHEREAS, Virginia Code Section 2.2-4303.C. requires that when goods and nonprofessional services are to be procured by competitive negotiation, rather than by competitive sealed bidding, the governing body shall adopt a resolution declaring its intent to procure by competitive negotiation, and stating the reasons therefore; and

WHEREAS, the Board of Supervisors of Greensville County, Virginia ("Board"), wishes to request proposals for debris removal in the aftermath of a weather incident; and

WHEREAS, the Board has determined that procurement of said services by competitive sealed bidding is neither practicable nor fiscally advantageous to Greensville County citizens; and,

WHEREAS, the Board has determined that the best interests of Greensville County citizens would be served by procurement of said services by competitive negotiation, to save costs which would be incurred to retain an expert to prepare an Invitation to Bid, to afford vendors some flexibility in making proposals, to enable the Board and the County staff to become acquainted with needed services through the competitive negotiation process, and to enable the County staff to personally evaluate the individuals by whom the procured services would be provided to Greensville County.

IT IS, ACCORDINGLY, HEREBY RESOLVED, the Greensville County Board of Supervisors has determined that procurement of contractors for debris removal by competitive sealed bidding is neither practicable nor fiscally advantageous to Greensville County citizens, and that said services should therefore be procured by competitive negotiation.

Michael W. Ferguson, Chairman
Greensville County Board of Supervisors

ATTEST:

Denise A. Banks, Clerk
Greensville County Board of Supervisors

Adopted this 7th day of October, 2019.

RECOVERY ASSISTANCE

REQUEST FOR PROPOSAL

The County of Greensville, Virginia is requesting proposals from qualified firms for recovery assistance in removing debris from within the County of Greensville resulting from a natural disaster. In this regard, the County will accept sealed proposals, subject to terms and conditions herein, for such services until 2:00PM, Tuesday, October 29, 2019. The County shall not accept any proposals after this date/time for any reason. **You must submit your proposal in a sealed envelope clearly marked on the outside "Proposal for Recovery Assistance."**

This completed cover sheet must be included with your proposal

If hand delivered, please use the following street address:

Greensville County Government Building
Attn: J. Reggie Owens
1781 Greensville County Circle
Emporia, Virginia 23847

If mailed, please use the following mailing address:

Greensville County Government Building
Attn: J. Reggie Owens
1781 Greensville County Circle
Emporia, Virginia 23847

Return this page with the proposal with the following information:

Name and address of Bidder:

_____	Date: _____
_____	By: _____
_____	(Signature)
	Printed Name: _____
Telephone Number: _____	Title: _____

In the following space, insert the proposal price: \$ _____ per cubic yard. (See section 15 of this document)

RECOVERY ASSISTANCE

REQUEST FOR PROPOSAL

1. General Terms and Conditions

- A. The County of Greenville, Virginia (hereinafter referred to as "*County*") is soliciting proposals from qualified contractors to assist the County in any recovery efforts from the effects of a natural disaster. Specifically, the County intends to enter into a contract, for a period not to exceed eighteen months from the date of signed contract, with a private contractor for the removal and disposal of all eligible debris from the County of Greenville rights-of-way (ROW) and haul said debris to the landfill owned and operated by Greenville County. The remainder of this document describes the scope and type of assistance that the County is seeking via this request for proposals.
- B. All prospective bidders must submit proposals in a sealed envelope clearly marked with the phrase "***Proposals for Recovery Assistance***" on the outside of the sealed envelope to the Greenville County Government Building, Attn: J. Reggie Owens, 1781 Greenville County Circle, Emporia, Virginia 23847 by 2:00 PM, Tuesday, October 29, 2019. Prospective bidders may withdraw his or her proposal at any time prior to the official opening of the proposals. Bidders may make alterations on the envelope before the proposal opening time provided that the alteration is initialed by the bidder to guarantee authenticity. The County will return any late proposals to the bidder unopened. ***The County will strictly enforce the proposal due date and time.***
- C. The County reserves the right to accept or reject in part or in whole any proposals which it receives, and to waive any technicalities and formalities that are in the best interest of the County.
- D. The County reserves the right to negotiate with any bidder for any of the terms and conditions for this work.
- E. The County will enter into a contract (hereinafter referred to as "*contract*") with the successful bidder (hereinafter referred to as "*Contractor*"), for a period of eighteen months from the date of signed contract; the contract will include the specifications contained in this proposal document.
- F. The Greenville County Board of Supervisors meets on the first and third Monday of each month. A contract will be awarded when the Board adopts a motion or resolution, which may be adopted at the first meeting following the proposal opening or deadline for receipt of proposals, or at any subsequent meeting. You may call the office of the County Administrator after any Board meeting to inquire whether a contract has been awarded.

2. Scope of Work

- A. The Contractor shall provide for debris removal and disposal of all eligible debris from the County's ROW and County owned property.
- B. The Contractor shall take all eligible debris to the Greenville County Landfill for disposal.
- C. The Contractor shall document the current conditions of all roadways, sidewalks and all structures to remain in the debris removal area. In addition, all roadways along the haul routes shall be documented. The County shall have a representative present during this inspection. The Contractor shall provide photographic and/or video documentation. The documentation shall be submitted to the County prior to beginning work.
- D. Haul and Dispose – This work shall consist of clearing, separating, and removing any and all eligible debris (see FEMA Guidelines for definitions of eligible debris) from public property only, including ROW of streets and roads. Work shall include: 1) examining and sorting debris to determine whether or not debris is eligible and to determine whether eligible debris is burnable or non-burnable; 2) loading and sorting the debris; 3) hauling the eligible debris to an approved dumpsite(s). Contractor shall not load, haul, or dump ineligible debris under this contract. Contractor shall immediately notify the County of ineligible debris placed at the right-of-way for collection. The Contractor is liable for all ineligible debris that he or she handles during the term of this contract.
- E. The Contractor shall make a minimum of two passes; furthermore, the County and Contractor shall jointly determine the maximum number of passes necessary to complete the removal of all eligible debris. The Contractor shall leave a minimum of one weekend between each pass. The Contractor shall not be moved from one designated work area to another designated work area without approval prior approval from the County.
- F. For any eligible debris, such as fallen trees, which extend onto the ROW from private property, the Contractor shall cut said debris at the point where it enters the ROW. The Contractor shall only remove that part of the debris that lies within the ROW. The Contractor shall not enter onto private property during the performance of this contract. Hazardous limbs are considered eligible debris and are defined as limbs greater than two inches in diameter that are still hanging in the tree and are threatening a public use area, such as a trail, sidewalk, road, etc. Trees in the public ROW with more than 50% of the crown broken are eligible debris and shall be removed. For any holes that are present as a result of uprooted trees in the public ROW, Contractor shall fill said holes to the ground level.
- G. All prospective bidders shall note that a portion of the project will occur in residential areas. The Contractor shall exercise due care to minimize any damages

to trees, shrubs, landscaping and general property. The Contractor shall repair any damages caused by the contractor's equipment in a timely manner at no expense to the County. The Contractor shall leave the debris work area clear of debris and clean as reasonable and practical under the conditions of this project.

- H. The Contractor shall use equipment and perform work in a manner to prevent damages to the County's infrastructure facilities and adjacent ROW's, including all landscaped areas. The Contractor shall repair any damages caused by the Contractor's equipment in a timely manner at no expense to the County. The Contractor must obtain prior approval of the County before using any tracked equipment. The Contractor shall operate all loading equipment from the street/road using buckets and/or boom and grapple devices to remove and load debris. The Contractor shall, at his or her sole expense, repair any and all damages to private property, sidewalks, curbs, or street.
- I. The Contractor shall conduct the work so as not to interfere with the disaster response and recover activities of federal, state, and local governments or agencies, or of any public utilities.
- J. The County reserves the right to inspect the site, verify quantities, and review operations at any time.
- K. All work shall be accomplished in a safe manner in accordance with OSHA standards and those applicable standards of the Commonwealth of Virginia.

3. Load Tickets

- A. The Contractor and the County shall use "Load Tickets" for recording the cubic yard volume of debris removed and hauled to the Greenville County Landfill. The contractor shall furnish the load ticket, and the Contractor shall submit to the County a copy of the load ticket for the County's approval prior to beginning work. The load ticket numbers shall be sequentially numbered. The load tickets shall be a minimum of four-parts.
- B. Each load ticket shall contain the following information:
 - ☐ Ticket Number
 - ☐ Contract Number
 - ☐ Date
 - ☐ Contractor Name
 - ☐ Truck or Roll-off Number
 - ☐ Point of Debris Collection
 - ☐ Loading Departure Time/Inspector
 - ☐ Dump Arrival Time /Inspector
 - ☐ Percent of Load
 - ☐ Actual Load Volume

- ☐ Truck Driver
- ☐ Debris Classification
- ☐ Debris Eligibility (Y/N)

- C. A County representative shall give the entire four-part load ticket to the vehicle operator. The County shall have a monitor at the Greensville County Landfill's certified scales. Upon arrival at the Greensville County Landfill, the vehicle operator shall give the entire four-part load tickets to the County monitor. The County monitor will verify the hauler and equipment and establish a percent of truck capacity of the eligible cubic yardage of debris load. After the documentation percentage to the nearest 5%, the County monitor will calculate the actual cubic yardage of the load. The County monitor shall record the actual cubic yard on the load ticket to the nearest cubic yard. After documenting this data on the load ticket, the County monitor shall give one copy to the vehicle operator. The County monitor shall keep the original and two copies, and the County monitor shall give the Contractor one copy. The original weigh ticket generated at the certified scales shall be attached to the original load ticket. Both the load ticket and the weigh ticket will be submitted with the daily report.

4. Debris Classification

Eligible debris shall be storm related debris as a result of a natural disaster located within the right-of-way and on County owned property. Eligible debris includes, but is not limited to, burnable materials, non-burnable materials, salvageable materials, and tree stumps. Eligible debris does not include hazardous or toxic waste.

5. Disposal Site

The Contractor shall only dispose of the debris collected and hauled under this contract at the Greensville County Landfill unless the County approves an additional site. The County is responsible for paying landfill fees. If required by the County of Greensville, Virginia (the owner of the landfill), Contractor's trucks/trailers may have to pass over the landfill scales in order for Greensville County to determine the appropriate landfill fee to bill the County.

6. Performance Schedule

- A. The Contractor shall commence performance within twenty-four hours of receipt of notice to proceed.
- B. Prior to commencing debris removal operations, the Contractor shall, with the County's direction, provide a work plan showing where operations will begin and which streets/roads will be cleared on a seven and 14-day rotation. The County and Contractor shall update the plan at least every Monday during the term of the contract.

- C. All activity associated with debris operations shall be performed between the hours of 7:00AM and 6:00PM. The Contractor may work seven days per week, including holidays.
- D. Maximum allowable time for completion shall be forty-five calendar days, unless the County initiates additions or deletions to the contract by written change orders. Both parties pursuant to applicable County, state and federal law will equitably negotiate subsequent changes in cost and completion time.

7. Equipment

- A. All trucks and other equipment shall be in compliance with all applicable federal, state and local rules and regulations. All trucks and other equipment shall be equipped with backup alarms. Any trucks used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of 2" by 6" boards or greater and not extend more than two feet above the metal bedsides. All extensions are subject to acceptance or rejection by the County. The Contractor shall provide means to rapidly unload any trailer that does not have a means for dumping. All trailers shall have a metal-framed exterior and a minimum of 5/8" plywood (not wafer board) interior walls. All equipments used to haul debris shall be equipped with a tailgate that will effectively contain the debris during the transport and permit the truck to be filled to capacity. Plastic webbing is not acceptable for a tailgate. All hauling equipment shall be marked for its carrying capacity in cubic yards' weight. The Contractor is responsible for ensuring all loading and transport equipment complies with state and local laws to include the requirement for load covers. Prior to use, the Contractor shall inspect all equipment. The Contractor shall provide a form for this purpose.
- B. Trucks and other heavy equipment designated for use under this contract shall be equipped with two signs, one attached to each side of the truck. These signs shall be furnished by the Contractor. Magnetic signs are not permitted. The signs shall contain the following information.
 - ☐ Company Name
 - ☐ Truck Number
 - ☐ Cubic Yardage
 - ☐ Inspector's Name and Date
- C. The Contractor shall not use any trucks or equipment that are designated for use under this contract for any other work during the working hours of this contract. **The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract.**

Under no circumstances shall the Contractor mix debris for other parties with debris hauled under this contract.

- D. Loading equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size loading equipment (six cubic yards and up) and non-rubber tired equipment must be approved by the County.

8. Reporting

- A. The contractor shall submit a report to the County during each day of the term of the contract. Each report shall contain, at a minimum, the following:

- ☐ Contractor's Name
- ☐ Contract Number
- ☐ Crew
- ☐ Location of Work
- ☐ Day of Report
- ☐ Daily and cumulative totals of debris removed, by category

- B. Discrepancies between the daily report and the corresponding load tickets shall be reconciled no later than the following day.

9. Insurance and Liability

- A. Prior to signing the contract, the Contractor shall furnish the County with all applicable certificates of insurance. Within 24 hours following signing of contract, Contractor shall provide copies of insurance policies with liability limits of at least \$1,000,000.00 per occurrence including all endorsements. The Contractor shall be able to cover expenses associated with a major recover operation prior to the initial payment and between subsequent payments as well as the aforementioned insurance. The insurance shall remain in effect during the life of this contract. The Contractor shall include the County as an "additional insured" on his insurance policy.
- B. The Contractor shall save and hold the County harmless from and against all liability, claims and demands on account of personal injuries (including without limitation workmen's compensation and death claims) or property loss or damages on any kind whatsoever, which arise of or are in any manner connected with, or are claims to arise out of or be in any manner connected with, the performance of this contract, regardless of whether such injury, loss or damage shall be caused by, or be claimed to be caused by negligence or other fault of the Contractor, any subcontractor, agent or employee.

10. Other Factors

- A. The Contractor shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.
- B. The Contractor shall be duly licensed in accordance with the County's and the Commonwealth of Virginia laws and regulation to perform the work. The Contractor shall obtain all licenses and permits required by the Commonwealth of Virginia, the County of Greenville, and any other appropriate governmental entity prior to the County's execution of the contract.
- C. The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Contractor or any subcontractors' actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the County.
- D. The Contractor is responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet federal, state and local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this contract. At the minimum, one flag person should be posted at each approach to the work area. Work shall be accomplished in a safe manner in accordance with all applicable safety hazards.
- E. The Contractor is responsible for obtaining all applicable environmental and regulatory permits prior to the contractor commencing operations.
- F. The Contractor is responsible for dust control. The Contractor shall be in compliance with all state and local laws for dust control.
- G. The County may suspend Contractor operations due to inclement weather. The County may extend the performance period for weather delays.
- H. The Contractor shall pay for all materials, personnel, taxes, and fees (except the landfill tipping fees) necessary to perform under the terms of this contract.
- I. The contract shall not be amended or assigned to another party without the prior written approval by both the County and the Contractor.
- J. The Contractor shall comply with all federal, state, and municipal laws, ordinances, and regulations. The contractor shall not discriminate against any employee or applicant due to sex, race, color, creed, national origin or ancestry.
- K. By submitting this proposal, each bidder certifies that he or she is eligible to perform this contract under local and federal law, is not now and has never been

debarred from performing federal and state government contracts and that all subcontractors used in the performance of this contract have the same qualifications.

11. Payment

- A. Measurement for all debris removed will be by the cubic yard or weight as determined by the eligible debris delivered to the Greenville County Landfill, as supported by the load ticket. Measurements and weight shall be documented by the load ticket.
- B. Payment for work completed may be invoiced on a weekly basis. Invoices will be based on reconciled weigh tickets from the daily operational reports.
- C. Time is of the essence to the performance of this work and the County shall recover from the Contractor any delay costs caused by the acts or omissions of the Contractor or its agents. Except as otherwise provided herein, payment shall be made for actual work accepted and completed. Payment made is based on the postmark date or hand delivery date. No late payment interest shall be due and owing for payments withheld for any reason.
- D. For reasonable cause and/or when satisfactory progress has not been achieved by the Contractor during any period for which a payment is to be made, the County may retain a percentage of said payment, not to exceed 5% of the contract value to insure performance of the contract. Said cause and progress shall be determined by the County, in its sole discretion, based on its assessment of any past performance of the Contractor and the likelihood that such performance will continue. Upon completion of all contract requirements, retained amounts shall be paid promptly less any offsets or deductions authorized hereunder or by law.
- E. The County may withhold payment or final payment for reasons including, but not limited to the following: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed or other reasonable cause.
- F. Final payment, less any offsets or deductions authorized hereunder or by law, shall be made within thirty days of the certification or completion of the project by the County provided the Contractor has completed filing of all contractually required documents and certifications with the County including acceptable evidence of the satisfaction of all claims or liens.

12. Termination of Contract

- A. The County may terminate this contract at any time for the convenience of the County provided that the County pays the Contractor for all work completed

through the termination date, as well as any demobilization costs that were a part of the original contract.

- B. This contract shall be terminated for cause of the Contractor defaults in the performance of any of terms hereof, including but not limited to: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed, or other reasonable cause; or otherwise fails to cure any other deficiency identified by the County within 24 hours of delivery of notice of said deficiency. The County retains all other legal and equitable rights or remedies existing as a result of said default, including but not limited to any legal process necessary to obtain any sureties surveying this contract.
- C. The County will give the Contractor a reasonable opportunity prior to termination to correct any deficiencies. However, this shall in no way be construed as negating the basis for termination for non performance.

13. Other Contracts

The County reserves the right to issue other contracts or direct other Contractors to work within the area included in this contract.

14. Evaluations of Proposals

- A. In addition to considering the unit price offered by the bidders, the County will consider at least the following factors in awarding the proposal:
 - ☐ Contractor's Experience
 - ☐ Contractor's Availability
 - ☐ Contractor's References for Disaster Recovery
 - ☐ Contractor's Equipment
 - ☐ Contractor's Financial Stability

15. Proposal Price

The County shall pay the contractor on a unit cost basis; specifically, the County shall pay the contractor a flat fee for each cubic yard or weight load of eligible debris that the contractor loads and hauls from within the County to the disposal site.

The prospective bidder shall insert his or her proposal amount in the space provided on the cover sheet of this "Request for Proposal".